

CITY OF HOBBS
SOLE SOURCE/EMERGENCY

TO: CPO
FROM: HOBBS POLICE DEPARTMENT
DATE: 9/21/18

CHECK ONE: SOLE SOURCE EMERGENCY PURCHASE

ITEM(S)/SERVICE(S) TO BE PURCHASED: 16 - LICENSE SOFTWARE FOR (2) TWO NEW
SETS OF INTERSECTION CAMERAS. ALSO 3 YR MAINTENANCE AGREEMENT

Award To (If new vendor make sure address is on this form): PLATE SMART (ALPR)

640 BROOKER CREEK BLVD
SUITE 465
OLDSMAR, FL 34677

813-749-0892
Phone/Fax No.

DALE HEMPEL
Point of Contact

COST: \$ 54,480.⁰⁰

JUSTIFICATION FOR SOLE SOURCE OR EMERGENCY PURCHASE: _____

WE CURRENTLY USE THIS PLATFORM AND SOFTWARE TO MANAGE (2) TWO
EXISTING INTERSECTIONS. WE ARE EXPANDING BY ADDING TWO (2) MORE
INTERSECTIONS. TO DO THIS WE NEED TO PURCHASE MORE LICENSES AND
OBTAIN MAINTENANCE AGREEMENT TO MAINTAIN THE SOFTWARE.

Account No. 001-0207-030-44901-00113 Prepared By: CAPT. S. BIEVINS

Department Approval: [Signature]

CPO: [Signature]

See back of form for further information:

For
10/21/18
9.21

City of Hobbs Sole Source Procurement Policy

SOLE SOURCE: If, after conducting a good-faith review of available sources, the using department or office make the determination that there is only one source for the required goods, services, or construction, then it is to submit a completed sole source approval form to Purchasing. If approved by the Purchasing Office, a sole-source procurement may be made in accordance with Sec. 13-1-126.

New Mexico State Statutes 1978 - Annotated Chapter 13 Public Purchases and Property

Section 13-1-126: A contract may be awarded without competitive bids or competitive sealed proposals regardless of the estimated cost when the state purchasing agent or a central purchasing office make a determination, after conducting a good-faith review of available sources and consulting the using agency, that there is only one source for the required service, construction or item of tangible personal property. The state purchasing agent or a central purchasing office shall conduct negotiations, as appropriate, as to price, delivery and quantity in order to obtain the price most advantageous to the state agency or a local public body. A contract for the purchase of research consultant services by institutions of higher learning constitutes a sole source procurement.

City of Hobbs Emergency Procurement Policy

If the using department of office makes a determination that there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions, the appropriate officer in the purchasing office is to be contacted for verbal authorization. If so approved, the emergency procurement may be made as directed by said officer, but is to be limited to those items of the duty of the using department or office to document emergency purchase approval and maximize such competition as is practicable in the circumstances, and comply with section 13-1-127.

New Mexico State Statutes 1978 - Annotated Chapter 13 Public Purchases and Property

13-1-127 Emergency Procurements:

- A. The state purchasing agent, a central purchasing office or a designee of either may make or authorize others to make emergency procurements when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions; provided that emergency procurement shall be made with competition as is practicable under the circumstances. A written determination of the basis for the emergency procurement and for the selection of the particular contractor shall be submitted with requisition requesting payment of the related services, etc. Emergency procurements shall not include the purchase or lease purchase of heavy road equipment.
- B. An emergency condition is a situation which creates a threat to public health, welfare or safety such as may arise by reason of floods, epidemics, riots, equipment failures or similar events. The existence of the emergency condition creates an immediate and serious need for services, construction, or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:
 - 1. the functioning of government;
 - 2. the preservation or protection of property; or
 - 3. the health or safety of any person



640 Brooker Creek Blvd.
Suite 465
Oldsmar, FL 34677
813-749-0892

September 19, 2018

Sole Source Certification for PlateSmart License Plate Recognition (LPR) Software

This is to certify that PlateSmart Technologies is the only LPR company that utilizes a software-only approach to perform Automated License Plate Recognition. The patented PlateSmart software has capabilities that no other LPR systems have. This is a summary of the key features of the PlateSmart LPR system that are unique to PlateSmart:

- The PlateSmart system uses Commercial Off-The Shelf (COTS) surveillance cameras, network switches and other hardware, turning any surveillance camera into an LPR camera. The PlateSmart system can be used with a wide variety of standard cameras, as has been proven at customer deployments. No other LPR product on the market has that ability;
- PlateSmart's ARES Enterprise LPR is a program that is installed and runs on any of a variety of industry standard servers and/or computers, allowing for installation on already-approved end user IT assets. No proprietary hardware is required with the PlateSmart system;
- If the PlateSmart software is installed in a patrol vehicle, the cameras are inside the vehicle, easily accessible by the users. The cameras are protected from damage or vandalism, are covert and compact, and can be easily re-aimed by the operator. Because they are inside the vehicle, they can also be used in all weather: rain, sun and snow. The PlateSmart system is the only LPR system with this capability;
- When used in a fixed location, PlateSmart's ARES Enterprise LPR system uses standard IP cameras for license plate recognition, ensuring commonality of cameras used for surveillance and analytics. The PlateSmart system supports and uses the same cameras that end users deploy for use with Video Management Systems (VMSs).
- PlateSmart's LPR system can identify not only license plate characters, but also states/countries and vehicle manufacturer in real time. No other LPR system has that capability;
- A fixed installation of PlateSmart LPR software allows for wide flexibility of camera location and deployment; as needed by the end user, an LPR camera (or cameras) can be as close as five feet from the target area, or 150 or more feet away from the target area;
- The PlateSmart ARES Enterprise LPR software is an "open" platform, using the industry-standard Microsoft SQL database. License plate reads, alerts, and other information are easily exported to other programs. The use of an industry standard database also makes PlateSmart customization to better suit end users' specific needs simple and affordable;
- PlateSmart has received sole source designation from the Naval Criminal Investigative Service (NCIS), based on ten years of extensive use and testing of every LPR product on the market;



- PlateSmart is a United States company, with its headquarters in Oldsmar, Florida;
- PlateSmart's LPR software can analyze real-time video, stored video, and individual images to extract license and vehicle information. This live and off-line LPR capability is unique;
- PlateSmart's AI-powered security solutions analyze and alert on vehicular behavior and in real time can point out suspicious or noteworthy behavior such as:
 - Vehicles parked too long in one place
 - Vehicles circling a property
 - Vehicles entering and leaving parking lots, then entering another lot soon afterwards (possible vandalism)
 - Alerts on parking lot capacity
 - Categorization of tractor-trailers vs. passenger vehicles
 - Real-time lookup against an unlimited number of permitted lists or hotlists
- PlateSmart's software is already integrated with a half dozen of the most popular and widely used Video Management Systems (VMSs) in the security industry, as well as with a number of parking/ticketing software packages.

PlateSmart's LPR software is the only solution of its type on the market, providing greater capability and performance for lower cost than any other License Plate Recognition system available. The patented software technology is available only from PlateSmart Technologies, Inc.



813-749-0892



dhempel@platesmart.com



www.platesmart.com/



640 Brooker Creek Blvd
Suite #465

City of Hobbs - ARES (16) LPR

Quote # 001134
Version 1

Prepared for:
City of Hobbs

Prepared by:
Dale Hempel

PLATESMART.

AI-Powered Security Solutions

813-749-0892

 dhempel@platesmart.com

 www.platesmart.com/

 640 Brooker Creek Blvd Suite #465

09/19/2018

City of Hobbs
Shane Blevins
200 East Broadway
Hobbs, NM 88240
sblevins@hobbsnm.org

Dear Shane,

Camera Calibration:

PlateSmart requires calibration to be completed during the day and at night to ensure optimal performance. This will require during installation that the Integrator calibrate the system for both day and night LPR reads. The integrator will need to have access to a license plate or vehicle to present to the system during the calibration process. If you have any questions please free to contact your PlateSmart Regional Sales Manager.

Installation Requirements:

Specifications:

1. Windows 7, 10, Server 2012 R2 (Windows Embedded is not supported)
2. Windows needs to be Installed in English (Not just a changed language package)
3. Window needs to be FULLY updated, with all Windows service packs and updates
4. Software needs to be downloaded to the machine we plan on installing on
5. Machine needs Internet access to validate the terms and license

Cameras to be used must be IP under the following characteristics:

1. Varifocal Lenses
2. Capable of Controlling the Shutter speed
3. Capable of eliminating Wide Dynamic Range - etc.

Requirements:

1. Processor must be i7-6700 or similar
2. ARES cannot be installed on NVR
3. ARES cannot be installed on a VMS appliance or alongside a VMS software package
4. VMS versions we integrate with must be stable and approved by PlateSmart Engineers
5. Keep in mind that HD requires significantly higher hardware requirements
6. Cameras that a client plans to use for project must be approved by PlateSmart before final order is placed.
7. Good rule to keep in mind for camera positioning: 1 foot to target plate per MM of camera lens



Dale Hempel

HQ

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Software

Qty	Description	MSRP	Final Price
16	<p>PS-ARES-CAM-PRE-SD ARES Premium with 1 Year Support & Maintenance</p> <p>Per camera for ARES Premium SD (single region of interest). First year support and maintenance is included.</p> <p>Offers enterprise grade, end-to-end ALPR management solution that captures vehicle information, such as plate, state jurisdiction and vehicle make and stores to a database. Per site install includes five ARES viewer with easy-to-use viewing interface for real-time and historical viewing of vehicle and alert information.</p> <p>Includes unlimited user accounts, customer accounts, analytical policies, as well as other enterprise grade features, such as real-time notification to users via email/text messaging, web based search and report from any device, analytics and configurable data retention policy (PlateSmart Network not included). Advanced VMS integration per site is included.</p>	\$2,200.00	\$35,200.00
1	<p>PS-ARES-5-VIEWER-INCL 5 users for 1 site client connection to ARES - \$1375 value</p> <p>Per viewer client connection to ARES. Stand-alone software installable to any Windows computer. Includes graphical user interface for real-time viewing and historical viewing of vehicle information from ARES as well as hotlist triggered alert information. Also includes user interface for hotlist (black/white/exclusion list) management if user logon privilege is allowed.</p>		
Subtotal			\$35,200.00

Maintenance/Warranty

Qty	Description	MSRP	Final Price
16*	<p>PS-ARES-MAINT-YR3 Per camera for 3 years - 1st yr support is incl. with software</p> <p>Per camera, per year. Per site install, includes up to 90 hours support via remote connection for production support, operation consultation, and product upgrade for the entire installation.</p>	\$1,200.00	\$17,280.00
* Optional Subtotal			\$17,280.00

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Professional Service

Qty	Description	MSRP	Final Price
1	<p>PS-INSTALL-REMOTE</p> <p>Per Session, per PlateSmart engineer. No discount applied.</p> <p>Remote installation of ARES Product which includes installation and configuration of ARES prerequisites, ARES software, camera calibration, and ARES Viewer. Remote install is per session, per day, per PlateSmart engineer.</p>	\$1,000.00	\$1,000.00
1	<p>PS-TRAINING</p> <p>Per Session, per PlateSmart engineer. Remote connection</p> <p>Remote connection, front-end training designed to give the end-user practical insights on how to use ARES for their specific project needs. End user will learn how to use the system and all its components. Training is tailored to end-user vertical with time allotted for Q&A. Training is per session, per day, per PlateSmart engineer.</p>	\$1,000.00	\$1,000.00
Subtotal			\$2,000.00

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City of Hobbs - ARES (16) LPR

Quote Information:

Quote #: 001134
Version: 1
Delivery Date: 09/19/2018
Expiration Date: 10/30/2018

Prepared for:

City of Hobbs
200 East Broadway
Hobbs, NM 88240
Shane Blevins
(575) 397-9256
sblevins@hobbsnm.org

Prepared by:

HQ
Dale Hempel
(813)749-0892
dhempel@platesmart.com

Quote Summary

Description	Amount
Software	\$35,200.00
Professional Service	\$2,000.00
Total:	\$37,200.00

*Optional Expenses

Description	One-Time
Maintenance/Warranty	\$17,280.00
Optional Subtotal:	\$17,280.00

Terms & Conditions

●
Upon acceptance by signature, purchase order, or first payment, this Quote shall be referred to as the Software License Purchase Agreement. This transaction is also governed by the Software End User License Agreement.

Quote Pricing:

Quote pricing expires after 30 days from delivery. Pricing is subject to change and a suggested 10% increase to quoted price should be used when forecasting ahead for future budgetary considerations to take in account future price increases.

Self-Install Policy:

If the Installation option for a project is declined in favor of a self-install*, any PlateSmart support required for the installation by the integrator or the end user will be counted against the 30 annual support hours that come with the software purchased.

**ARES Insights is not applicable for self-install. Remote or onsite installation must be purchased.*

PlateSmart Billing Policy:

Billing terms are COD. Software and/or hardware will be invoiced when order is placed or a PO received and payment must be made before licenses are released via email or hardware shipped. Install and training will be

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invoiced separately once service is performed and payment is due upon receipt.

If terms are desired, this may be applied for by filling out our Credit Application. Once approved, terms are Net 30 Days upon delivery. All hardware purchases require 50% payment due when order is placed.

Sales tax will be charged unless a State Sales Tax Certificate/Form is provided, where applicable.

PlateSmart Late-Fee Policy:

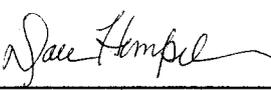
Accounts not paid within 10 days of the due date of the invoice are subject to a 1.5% monthly finance charge.

Payment Terms: Licensee agrees and hereby undertakes to pay Cyclops on or before the Effective Date and on or before the first day of each month thereafter the license and maintenance fees set forth on this Software License Purchase Agreement (such fees are together referred to as the "License Fee") in return for the License Granted by the End User License Agreement. Monthly payments of the License Fee shall be deemed to be advance payments for that month's use of the PlateSmart Software. All payments under this Agreement shall be made in United States dollars by wire transfer of immediately available funds as directed by Cyclops, Credit card, ACH, or by Licensee's check which shall be drawn in United States dollars upon a United States bank and delivered to Cyclops. If any payment due Cyclops pursuant to this Software License Purchase Agreement is not made within thirty (30) days of the due date, Licensee shall pay interest with respect to such past due payment at the lesser of twelve percent (12%) per year or the maximum rate permitted by the law of the state of Florida. Furthermore, if any payment due Cyclops pursuant to this Agreement is not made within ten (10) days of the due date, Licensee shall pay a late fee equal to Thirty-Five and No/100 Dollars (\$35.00).

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

HQ

City of Hobbs

Signature: 
Name: Dale Hempel
Title: _____
Date: 09/19/2018

Signature: _____
Name: Shane Blevins
Date: _____