

## **Solicitation 766-11825**

# **Integrated Body Worn Cameras and Digital Evidence Management System**

**Bid Designation: Public**



**City of Fort Lauderdale**

## Bid 766-11825

### Integrated Body Worn Cameras and Digital Evidence Management System

**Bid Number** 766-11825  
**Bid Title** Integrated Body Worn Cameras and Digital Evidence Management System  
  
**Bid Start Date** Sep 9, 2016 7:56:12 PM EDT  
**Bid End Date** Nov 4, 2016 2:00:00 PM EDT  
**Question & Answer End Date** Oct 10, 2016 5:00:00 PM EDT  
  
**Bid Contact** Adam Makarevich  
Procurement Specialist II  
Procurement  
954-828-5073  
amakarevich@fortlauderdale.gov  
  
**Pre-Bid Conference** Sep 27, 2016 2:00:00 PM EDT  
Attendance is optional  
Location: Phone Conference: (954) 828-7900  
Access Code: 995 920 608

#### Addendum # 1

New Documents	FLPD BWC Draft Policy Final Draft - Final.pdf Pre-Proposal conf sign off.pdf
Removed Documents	NON COLLUSION STATEMENT Local Preference Certification Contractor Payment by P-Card Form Bid Proposal Certification Page 4-15-15 General Terms & Conditions Formal Rev 9-2016
<b>Changes were made to the following items:</b> Integrated Body Worn Cameras and Digital Evidence Management System	

#### Addendum # 2

New Documents	GENERAL TERMS CONDITIONS - Rev 9-9-2016.doc Contractor Payment by P-Card Form.doc.docx Non Collusion Statement.rtf Local Preference Certification.doc Bid Proposal Certification Page 8-10-16.doc		
Previous End Date	Oct 21, 2016 2:00:00 PM EDT	New End Date	Oct 28, 2016 2:00:00 PM EDT
<b>Changes were made to the following items:</b> Integrated Body Worn Cameras and Digital Evidence Management System			

#### Addendum # 3

New Documents	766-11825 Body Camera AP JA AM11.docx
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Removed Documents    **766-11825 Body Camera AP JA AM10.docx**

**Changes were made to the following items:**

Integrated Body Worn Cameras and Digital Evidence Management System

**Addendum # 4**

New Documents        **766-11825\_Body\_Camera\_AP\_JA\_AM12.docx**  
**Attachment\_A\_-\_FLPD\_Functional\_and\_Non-Functional\_Requirements.xlsx**

Removed Documents    **Attachment A - FLPD Functional and Non-Functional Requirements.xlsx**  
**766-11825 Body Camera AP JA AM11.docx**

Previous End Date        **Oct 28, 2016 2:00:00 PM EDT**                      New End Date    **Nov 4, 2016 2:00:00 PM EDT**

**Changes were made to the following items:**

Integrated Body Worn Cameras and Digital Evidence Management System

**Addendum # 5**

New Documents        **Attachment\_A\_-\_FLPD\_Functional\_and\_Non-Functional\_Requirements FINAL 2.xlsx**  
**766-11825\_Body\_Camera\_AP\_JA\_AM12 FINAL.docx**

Removed Documents    **766-11825\_Body\_Camera\_AP\_JA\_AM12.docx**  
**Attachment\_A\_-\_FLPD\_Functional\_and\_Non-Functional\_Requirements.xlsx**

**Changes were made to the following items:**

Integrated Body Worn Cameras and Digital Evidence Management System

**Description**

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide reliable Wearable Body Cameras (Cameras), a Digital Evidence Management System (System), and the accessories and ancillary components to provide a turn-key solution to capture video from an officer's perspective. The System will be implemented as a pilot program with the opportunity for future full-scale deployment. The City desires to procure Commercial-Off-the-Shelf equipment and a multi-media storage system to store, manage retrieve and share the captured digital video/media and should have substantial functionality with minimal or no development, modifications or enhancements to meet the City's Police Department (FLPD) needs, in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ) in a timely and cost effective manner.

**Added on Oct 3, 2016:**

Body Worn Camera Policy (Pilot Program) and Pre-proposal conference sign-off sheet have been attached.  
 No other changes to the scope, specifications or any other parts of solicitation have been made.

**Added on Oct 14, 2016:**

RFQ has been extended and now ends on 10/28/16 at 2pm.  
 In addition five required forms has been added to the solicitation.  
 Other terms, conditions and specifications remain unchanged.

**Added on Oct 18, 2016:**

This solicitation has been amended to include Bid Bond in the fixed amount of thirty thousand dollars (\$30,000), made payable to the City of Fort Lauderdale, Florida. For full details please refer to SECTION 1.3.  
 All other terms, conditions and specifications remain unchanged.

**Added on Oct 26, 2016:**

This solicitation has been amended. Section 4.3.12 - has been removed.

List of Tabs in Section 2.9 has been modified to include "Cloud Storage".  
Attachment A - has been modified and now includes Functional Category "Cloud Storage".  
In addition, all remaining questions were answered.  
RFQ has been extended and now ends on 11/04/16 at 2 P.M.  
All other terms, conditions and specifications remain unchanged.  
**Added on Oct 27, 2016:**  
Final addendum, corrected few minor typos in the Attachment-A only.  
All other terms, conditions and specifications remain unchanged.

**Addendum # 1****Addendum # 2****Addendum # 3****Addendum # 4****Addendum # 5**

## **SECTION I – INTRODUCTION TO REQUEST FOR QUALIFICATIONS**

### **1.1. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide reliable Wearable Body Cameras (Cameras), a Digital Evidence Management System (System), and the accessories and ancillary components to provide a turn-key solution to capture video from an officer's perspective. The System will be implemented as a pilot program with the opportunity for future full-scale deployment. The City desires to procure Commercial-Off-the-Shelf equipment and a multi-media storage system to store, manage retrieve and share the captured digital video/media and should have substantial functionality with minimal or no development, modifications or enhancements to meet the City's Police Department (FLPD) needs, in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ) in a timely and cost effective manner.

### **1.2 BIDSYNC**

The City of Fort Lauderdale will use BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute this RFQ. There is no charge to proposer to register and download the RFQ from BidSync. Responses must be submitted in a sealed envelope marked on the outside with the RFQ number to the City of Fort Lauderdale, at the address indicated in SECTION IV – SUBMITTAL REQUIREMENTS.

### **1.3 Bid Bonds**

A certified check, cashier's check or bank officer's check, for the amount of thirty thousand dollars (\$30,000) made payable to the City of Fort Lauderdale, Florida, or bid bond in such amount, shall accompany each proposal as evidence of the good faith and responsibility of the bidder. The check or bond shall be retained by the City as liquidated damages should the bidder refuse to or fail to enter into a contract for the execution of the work embraced in this proposal, in the event the proposal of the bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the bidder will, if necessary, promptly execute a satisfactory contract and furnish good and sufficient bonds. As soon as a satisfactory contract has been executed and the bonds furnished and accepted, the check or bond accompanying the proposal of the successful bidder will be returned to him. The certified or other checks or bid bonds of the unsuccessful bidders will be returned to them upon the acceptance of the bid of the successful bidder. If the successful bidder shall not enter into, execute, and deliver such a contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City of Fort Lauderdale as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

Bidders can submit bid bonds for projects four different ways:

BidSync allows bidders to submit bid bonds electronically directly through their system using Surety 2000. For more information on this feature and to access it, contact BidSync customer care department.

Bidders can submit bid bonds for projects four different ways:

Bidders may **upload** their original executed bid bond on BidSync to accompany their bids with the electronic proposal, and deliver, upon request, the original, signed and sealed hard copy within five (5) business days after bid opening, with the company name, bid number and title clearly indicated.

Bidders can **hand deliver** their bid bond in a sealed envelope to the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

Bidders can **mail** their bid bond to the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

**Certified Checks, Cashier's Checks and Bank Drafts**

Cannot be submitted via BidSync, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Request for Qualifications (RFQ) opening date and time, at the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, with the bid number and title clearly indicated on the envelope.

It is the bidder's sole responsibility to ensure that his bid bond or other bid security is received by the Procurement Services Division before time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid as non-responsive.

The City of Fort Lauderdale reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the question/answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, must be transmitted by written addendum. (See addendum section of BidSync site).

**Contractors Please Note**

No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFQ.

Information on bid results and projects currently out to bid can be obtained on the City's website: <http://fortlauderdale.gov/departments/finance/procurement-services>  
For general inquiries, please call (954) 828-5144.

**1.4 POINT OF CONTACT**

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Adam Makarevich at (954) 828-5073 or email at [amakarevich@fortlauderdale.gov](mailto:amakarevich@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFQ Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site).

**1.5 PRE-PROPOSAL CONFERENCE**

There will be a pre-proposal phone conference for this Request for Qualifications. On September 27, 2016, at 2:00 P.M., the City has scheduled a pre-proposal conference bridge with the City staff to answer any questions that might arise.

Conference bridge telephone number: 954-828-7900 (Meeting ID/Access Code: 995 920 608)

While attendance is not mandatory, it is the sole responsibility of the Proposer to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractor's attend the pre-proposal meeting and/or site visit. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

#### **1.6 LOBBYIST ACTIVITIES**

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

[http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist\\_ordinance.pdf](http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf).

#### **1.7 AWARD OF CONTRACT**

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

#### **1.8 NEGOTIATIONS**

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. In the City's best interest, the City reserves the right to negotiate all terms, pricing, deliverables, and services.

The Selection and Evaluation Committee will score and rank all responsive proposers and submit the results of their evaluation to the City Manager or designee with their recommendation. The City Commission, City Manager or designee will determine with which Proposer(s) the City shall negotiate, if any. In its sole discretion, the City may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

#### **1.9 UNAUTHORIZED WORK**

The successful contractor(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Contractor(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the contractor(s) following Commission award; however, receipt of a purchase order and/or task

order shall not prevent the contractor(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

#### **1.10 INSTRUCTIONS**

Careful attention must be given to all requested items contained in this RFQ. Vendors are invited to submit responses in accordance with the requirements of this RFQ. PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL. Vendors must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Vendor's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All Responses shall be submitted in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.

#### **1.11 CHANGES AND ALTERATIONS**

Vendor may change or withdraw a proposal at any time prior to proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the proposal deadline.

#### **1.12 SUBCONTRACTORS**

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

#### **1.13 DISCREPANCIES, ERRORS AND OMISSIONS**

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Procurement Services Division. Should it be necessary, a written addendum will be incorporated to the RFQ. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

#### **1.14 DISQUALIFICATION**

The City reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Responses, to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

#### **1.15 MINIMUM QUALIFICATIONS**

Respondents shall possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform the services if awarded a Contract. Respondents must demonstrate that they, or the project managers assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to other municipalities similar in size and complexity to the City of Fort Lauderdale or can demonstrate

they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall be in the business of wearable body cameras and evidence/media management and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if shortlisted for product demonstration and a subsequent Contract award. Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in their proposal being deemed non-responsive.

Proposals will be considered only from companies that are regularly engaged in the business of providing the equipment, system and services described in this RFQ.

Proposers shall have relevant experience in providing turn-key solutions for wearable body cameras and evidence management system. The Proposers should satisfy all the requirements cited below as determined by the City. Failure to do so may deem the Proposal submittal as non-responsive.

- a. The Proposer shall have a minimum of two years of experience with body worn digital camera systems in the U.S. market. The preferred amount of experience is three years.
- b. The Proposer's solution shall be capable of "auto-tagging" or appending data elements related to a video by retrieving the data from the City's Computer Aided Dispatch, Records Management or other system.
- c. The Proposer shall have previous experience working with federal/state/county and/or city law enforcement agencies.
- d. The Proposer shall have completed a minimum of two (2) implementations of Body Worn Cameras incorporating similar technology proposed herein for FLPD. Additionally, the Digital Evidence Management System proposed by the Proposer should be in operation in at least three (3) entities.
- e. Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- f. Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- g. Firm and those performing the work must be appropriately licensed and registered in the State of Florida
- h. The Proposer, its employees, agents and subcontractors must be able to undergo and successfully pass security background checks, if awarded the contract, for admittance to certain FLPD and government facilities as well as to have access to Criminal Justice Information System.

**1.16 RESPONSES / PROPOSAL RECEIPT**

Sealed responses will be accepted in accordance with the schedule detailed. After that date and time, responses will not be accepted. The proposers shall file all documents necessary to support its proposal and shall include them with its proposal. Proposers shall be responsible for the actual delivery of responses during business hours to the exact address indicated in the RFQ.

**1.17 INSURANCE:**

The Respondents shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the trial and contract periods. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the proposer's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Respondents to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The proposer's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Respondents that precludes coverage for work contemplated in this RFQ shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Florida Statute 440  
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

**Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

## Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

## Cyber Liability

Limits:	\$1,000,000
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Cyber Liability policy is to include coverage for but not limited to all liability associated with the theft of personal and proprietary data and is to be in compliance with Federal Law. The City of Fort Lauderdale reserves the right to review and change the policy limit requirement based on the number of kiosk's and the volume of use.

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

### 1.18 INSURANCE – SUBCONTRACTORS

Respondents shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the Respondents may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the Respondents.

### 1.19 ROPOSERS' COSTS

The City shall not be liable for any costs incurred by Respondents in responding to this RFQ.

### 1.20 RFQ DOCUMENTS

The proposer shall examine this RFQ carefully. The submission of a proposal shall be prima facie evidence that the Respondent has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Respondent from liability and obligations under the contract.

### 1.21 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135 as amended, any company, principals, or owners listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria are prohibited from submitting a bid, proposal or response to a City of Fort Lauderdale solicitation for goods or services in an amount equal to or greater than \$1 million. Therefore, if applicable, each company submitting a bid, proposal or response to a solicitation must certify to the City that it is not on either list at the time of submitting a bid,

proposal or response. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2012), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria.

By submitting a bid, proposal or response, the company, principals, or owners certify that they are not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

#### **1.22 SAMPLE CONTRACT AGREEMENT**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

[http://www.fortlauderdale.gov/purchasing/AWARDS/CONTRACT\\_TEMPLATE\\_SERVICES.pdf](http://www.fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf)

#### **1.23 DOCUMENTS FOR CONTRACT AWARD**

Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City. The following documents should be included in the proposer's response. (Documentation which is not included with the proposer's response must be received within three (3) business days of a request by the City).

- a. Proposer's Dun & Bradstreet Report preferably issued within three months of the proposal due date.
- b. Proposer's most recent annual report and/or audited financial statements.
- c. Proposer should acknowledge if Proposer and/or Subcontractor(s) are presently negotiating a sale, acquisition or merger, which would alter the Proposer's structure as stated in this section.

#### **1.24 REQUEST FOR QUALIFICATIONS**

A Request for Qualifications (RFQ) refers to the pre-qualification stage of the procurement process. Respondents are evaluated on their qualifications and quality of their proposals, price is not considered in this stage, see section – Selection Criteria.

#### **1.25 PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

#### **1.26 LOCAL PREFERENCE**

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must

include the Local Business Preference Certification Statement of this RFQ, as applicable to the local business preference class claimed at the time of Proposal submittal:

Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.
- c. Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.
- d. The complete local business preference ordinance may be found on the City's web site at the following link:  
<http://fortlauderdale.gov/home/showdocument?id=6422>

#### **1.26.1 Definitions**

The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

**By submitting a proposal each firm is confirming that the firm has not been placed on the convicted vendors list as described in Florida Statue §287.133 (2) (a).**

**The Respondent acknowledges that they have read the above information and agrees to comply with all the above RFQ requirements.**

*END OF SECTION*

## **SECTION II - SCOPE OF SERVICES**

### **2.1 BACKGROUND**

The City of Fort Lauderdale (City) is soliciting responses from interested firms to evaluate the qualifications, proposed products and conduct a pilot program to deploy and evaluate the performance of body worn cameras.

### **2.2 GENERAL BACKGROUND**

Incorporated on March 27, 1911, encompassing approximately 36 square miles with an estimated population of 176,013, Fort Lauderdale is the largest of Broward County's 31 municipalities and the eighth largest city in Florida. The City is situated on the southeast coast of Florida, in the east-central portion of Broward County, approximately 23 miles north of Miami and 42 miles south of Palm Beach. The City shares boundaries with nine other municipalities, as well as unincorporated areas of the County. The City has 7 miles of beaches and 165 miles of canals and waterways. Tourism is Fort Lauderdale's second largest industry. In 2013, more than 13 million visitors selected Fort Lauderdale as their destination of choice. The City's population with daytime business commuters and tourists is increased by approximately fifty three percent. Fort Lauderdale is also a nighttime destination with popular museums, playhouses, theaters, bars, and restaurants.

The Fort Lauderdale Police Department is allocated 523 sworn police officer positions and responded to approximately 204,000 calls for service in calendar year 2015. Approximately half of the officers are in uniformed first responder type assignments. These officer assignments include vehicular patrol, motorcycle, horse mounted, marine vessel, all-terrain vehicle (ATV) as well as foot patrol. The patrol division works in 3 shift based operational periods and is divided into 3 districts with a separate police dispatcher for each. Numerous large scale events occur in the City annually and the Department may establish a 4<sup>th</sup> dispatch position to manage those events separately from the district radio traffic.

### **2.3 FLPD'S TECHNICAL ENVIRONMENT**

These are the major components to the FLPD's technical environment to which the new System will be required to be compatible.

Software: The Successful Proposer's System, should integrate with the following standard systems or services if the relevant functionality is provided by their solution:

- a. Existing Directory Services: MS A/D
- b. Existing Email System: Microsoft Exchange 2013
- c. Motorola Premier Computer Aided Dispatch System
- d. SunGard Public Safety Records Management System (OSSl version)
- e. ESRI Mapping Solutions

### **2.4 GOALS AND OBJECTIVES**

City is looking to conduct a pilot program to deploy body worn cameras from up to three (3) proposers in law enforcement operations. The pilot program will run for up to a one year period. During the pilot program proposers should provide and support the following functionality:

- a. Recording of video and audio from the officers' point of view.
- b. Ability to interface with Public Safety systems such as CAD, RMS and/or Use of Force case management.

- c. Ability to auto-tag and categorize video/audio files based on factors to include but not limited to date, time, location, case number, incident type, user identification numbers, retention rule categories.
- d. Management of uploaded video files to include but not limited to sharing, downloading, redacting and purging; as well as auditing to include but not limited to tracking of system access, file access, file changes.

At the conclusion of the pilot program (Phase II below), the City will negotiate a full scale deployment with the highest ranked and most successful proposer.

## **2.5 PHASE I: TRIAL AND EVALUATION PERIOD**

The City reserves the right to do a trial and evaluation period with one or more proposers, as determined to be in the best interest of the City. The trial periods may run concurrently or consecutively.

At the end of the trial and evaluation period, camera units and all equipment will be returned to the vendors at no cost to the City.

The City may request from each short-listed Proposer(s) to perform testing of its camera and systems (including uploading and retrieval of video), with a total of (15) officers serving in different divisions, for a period of up to 60 days, done consecutively, one short-listed firm after the other.

During the trial period it is expected that there will be no charges of any kind, including but not limited to, any equipment costs, transfer costs of data to Cloud, any surcharges, any fees or expenses, and/or any other such costs associated with the Integrated Body Worn Cameras or equipment, including loss or damage of equipment, to FLPD and/or FLPD staff. FLPD shall have access and shall retain all data during the trial period. The proposer shall be responsible for transferring any/all videos created that the Police Department has determined must be preserved. The format and media used must be agreed to by the Police Department.

During the Trial and Evaluation Period the Evaluation Committee will determine the quality of the proposer's products performance in the field and its technical performance to include integration into our environment. The FLPD may utilize surveys, focus groups and functional testing methods to assist in ranking up to top five (5) proposers. The Evaluation Committee will evaluate and make an initial ranking based on the evaluation criteria as listed in Section 5.1.5

## **2.6 PHASE II: PILOT PROGRAM DEPLOYMENT**

The City may select more than one proposer from the top five (5) proposals (from Phase I), to evaluate during the pilot. The pilot program deployment the after award is for approximately 35 Cameras for various locations and the Digital Evidence Management System. The City will review camera deployment methodology closer to the implementation date depending upon solution chosen. It can be assumed that several locations will receive cameras to deploy with the number based upon the City requirements and/or squads/teams chosen. The committee may re-evaluate and rescore based upon the evaluation criteria as listed in Section 5.1.6 to determine final award.

### **PRICING OPTIONS FOR PHASE II DEPLOYMENT**

The City will request Proposers to provide total cost of ownership for Phase II Deployment of Cameras and Equipment for up to a one year period. Pricing shall be sealed in the envelope, please see breakdown and instruction in Cost Proposal Page (section VI).

## 2.7 PHASE III: ADDITIONAL PURCHASE (Anticipated Full Deployments)

The additional purchase after Phases I and II may lead to an award of up to 550 Cameras, for multiple locations to include the hardware and software costs per upload location, and the Digital Evidence Management System. The City does not guarantee any specific quantity of units eventually deployed agency wide, or if any award will be made under this RFQ. The additional purchase may take place only after evaluation of the pilot program. (See Section VI – Additional General Conditions for additional information).

The City shall own all rights to the data and video in all events that are stored at the Successful Proposer's host site (if applicable), which the City prefers no transfer, conveyance, assignment, or sharing of data ownership to/with the hosting provider, WITHOUT EXCEPTION, the City must follow the State of Florida Retention Records Schedule (GS1-SL, Electronic Communications). It will be the responsibility of the City to notify the Successful Proposer when the data can be deleted from the Successful Proposer's host site.

### **PHASE III PRICING OPTIONS FOR DEPLOYMENT**

The City is requesting Proposers to provide total cost of ownership for Phase III Deployment of Cameras, license, equipment and maintenance for a five year period.

The option should be priced to provide total cost of ownership for the 550 Cameras and Digital Evidence Management System with warranties, training, travel and any/all additional costs. Proposers should break out costs of each individual item associated to support each Option proposed. This will allow the City to know what cost may be incurred for additional equipment. Pricing shall be submitted in a sealed envelope, separate from the proposal, please see breakdown and instruction in Cost Proposal Page (Section V).

The City may purchase cameras in Phase II and incrementally purchase additional cameras in Phase III as funding and needs dictate up to approximately 550 cameras. Sworn Officers may work shifts up to twelve (12) hours with some overlap.

The City would have one central repository for storage of all officer interaction video captured in the field, with the ability to add other multi-media files and additional video evidence from other sources.

## 2.8 DEPLOYMENT OPTIONS AND GENERAL OPERATING PROCEDURES

The City will explore two deployment methods. First, each officer is assigned their own camera. Second, employ a "pool" of cameras where officers will check out a camera at the start of the work period, then check that camera back in at the conclusion. The City will be determining the deployment methods once the Proposer has been selected.

- a. The issuing of camera devices must be seamless and simple. FLPD desires a device that would self-assign the officer based on the logged in user once the device is paired with the in-car computer or evidence management software component identified for officer use.
- b. Officers can dock the camera for download and rapid charging. Cameras used during the previous shift which were docked for downloading and charging can be checked out to the on-coming shift/cycle allowing for hot-swapping of devices between shifts. In car charging options should also be available.

- c. When the device is deactivated or the video is being uploaded to the Digital Evidence Management System, FLPD requires the option to make specific metadata fields mandatory to ensure proper classification and retention criteria are set to enable better data collection and improve the ability to search/retrieve stored video.
- d. Officers will download the video to the digital evidence management system via the methodology prescribed by the solution. It is desired to have a docking station for multiple devices in the main station and selected satellite offices. The system should also allow for the officers to upload their video from vehicles, or other remote sites.
- e. Permissions to video in the system should be role based as well as assignment based. FLPD is a large department and the viewing of video across divisions is only allowed for specific ranks or assignments. Security must be granular enough to effectively manage security on video access.
- f. Automatic retention periods are set based on the classification of the video. Officers should be able to review video scheduled for deletion based on automatic retention schedules and notifications to the officers. Video should be automatically purged based on business rules defined and approved by the City.
- g. As with any evidence, the system must effectively audit the full lifecycle of video loaded, viewed, deleted, redacted, and shared from the system

## **2.9 PROJECT AND TECHNICAL REQUIREMENTS**

Comprehensive list of functional and non-functional specifications are listed in attachment A – which includes the following:

Attachment A – Tab-1 Functional and Non-Functional Requirements (General)  
Attachment A – Tab-2 Functional and Non-Functional Requirements (Camera)  
Attachment A – Tab-3 Functional and Non-Functional Requirements (DEMS)  
Attachment B – Tab-4 Functional and Non-Functional Requirements (Cloud Storage)

## **2.10 GLOBAL REQUIREMENTS**

The following are minimum global specifications:

- a. All uploaded digital evidence should be accessible on authorized network devices, such as PCs, laptops, tablets and/or Android devices based on the user's security authorization level.
- b. Agency software and data should reside on CJIS Compliant hosted cloud servers or FLPD local server(s) securely accessible by user/password authentication via the Internet, via FLPD LAN/WAN networks, and on workstations or laptops utilizing cellular provider air cards. Should back-up data routinely at intervals prescribed by FLPD.
- c. Provide all implementation and support services with limited assistance from FLPD. If proposer requires assistance from the City with regard to support services, they shall be listed and described.

- d. The System must be accessible throughout the entire police department and satellite offices from any LAN/WAN connected PC or Wi-Fi/Cellular connected laptop/device. It shall be compatible with Windows 7 or later.
- e. The City would have one central repository for storage of all officer interaction video captured in the field, with the ability to add other multi-media files and additional video evidence from other sources.

## **2.11 SOFTWARE INSTALLATION AND DATA REQUIREMENTS**

The following are the minimum installation and data requirements for any proposed System:

- a. All Software required for the proposed solution will be installed by the successful proposer.
- b. Software should be installed and configured for the turnkey solution on required servers as proposed.
- c. Data storage will require significant capacity and FLPD will need to carefully review the proposed solutions for long term projections.
- d. These systems may involve significant bandwidth requirements, which should be described in the proposal. Note that each District is a collection and distribution point of this data. Officers often work from sub-stations and should be able to upload video during their shift, and supervisors may want to view data immediately. FLPD will need to know if the bandwidth costs are part of, or separate from, Proposer's response and shall explained in the cost proposal, if applicable.

## **2.12 EQUIPMENT REQUIREMENTS**

The Proposer should provide, as part of its turnkey solution cost proposal, an itemized cost breakdown for all hardware products required for use of the proposed solution including but not limited to the following:

- a. Any additional networking infrastructure needed on FLPD premises for any proposed system, the electronics required must be manufactured by, or be compatible with Cisco, an approved FLPD vendor, and Proposer shall provide proof of SmartNet / SmartPAC warranty for the duration of the contract. The City will decide if proposed networking solutions are acceptable.
- b. Specifications and cost of any additional wireless communication or connectivity per device including Cellular and Wi-Fi, if needed.
- c. The Successful Proposer shall be responsible for the provided network infrastructure, communication, maintenance, repair, and replacement of all the Successful Proposer-provided hardware for the term of the Contract.
- d. It is preferred that each proposed solution must exist on a separate network, apart from the FLPD domain. This separate network cost should be priced out by Proposer for FLPD.
- e. Alternative networking strategies may be considered by the City however the City shall make the determination of the final network solution.

- f. The Proposer will identify and provide all required circuit(s) as part of the solution and cost proposals.
- g. Each solution is contained and will provide full operational functionality.

## **2.13 DISASTER RECOVERY & SYSTEM ADMINISTRATION REQUIREMENTS FOR A HOSTED SOLUTION**

The following are the minimum disaster recovery and system administration requirements for any proposed hosted solution:

- a. **Guaranteed Availability:** Describe your system's uptime per month for all FLPD services hosted by the Successful Proposer; prior notice standards for any planned maintenance; and, notice standards for downtime required for high-priority and/or security issues.
- b. Describe your system's real-time failover plan in the event that the primary hosting facility fails or is not operational via the internet.
- c. All primary servers and / or failover sites shall be located in the United States.
- d. The primary and secondary hosting locations should be in different regions of the United States, and the secondary location should be located outside the southeastern region of the United States or in a different region than the primary server if the primary server is not located in the Southeastern United States.
- e. If the Successful Proposer does not own and operate the primary or secondary hosting site(s), then the Successful Proposer should provide all required documentation and references for this subcontracted service. The Successful Proposer should describe where indicated on Attachment A - Functional and Non-Functional Requirements Matrix.

**Security Procedures.** The system shall include security procedures to meet industry standard best practices which, at a minimum, shall ensure:

For hosted solutions, the Successful Proposer shall provide documentation demonstrating that the successful Proposer's security procedures and policies for client data meet industry standard best practices, Criminal Justice Information System (CJIS) compliant and allow FLPD's designated representative to conduct security evaluation and audit to ascertain whether or not the Successful Proposer's security procedures and policies for client data, including CJIS requirements as well as, internet connection security meet industry standard best practices.

## **2.14 IMPLEMENTATION/TESTING/ACCEPTANCE**

After Pilot program (Phase II), the City may request the selected Proposers submit a full project plan based on FLPD's projected award date with all deliverables, timelines, milestones, hours, and FLPD resources required clearly identified. The Proposer's Project Manager will coordinate with FLPD personnel responsible for the implementation of the project to set clear guidelines, deliverables and timelines.

- a. During the term of the contract, the Successful Proposer should meet, as deemed necessary by the FLPD to discuss project scope and evaluate progress and unique issues that may have surfaced.

- b. The Project Manager as designated by the Successful Proposer, in consultation with FLPD should prepare a final implementation plan detailing the steps to set up, install, configure, test, provide training for and deliver the System and Cameras. The plan should serve as a guide for the overall implementation process.
- c. A checklist will be developed by both the Project Manager and FLPD for final acceptance of the System and Cameras.
- d. Maintenance and Support will begin upon the successful implementation and final acceptance by the FLPD of the System and Cameras.
- e. FLPD will not pay annual maintenance or support fees in advance of services being provided. Maintenance and support should be provided to FLPD at no charge for a period of one (1) year after Final Acceptance by FLPD.
- f. Proposer should advise FLPD of all hardware warranties.
- g. By the end of the Pilot Program (Phase II), the City will determine which proposer to take into Full Implementation (Phase III).

## **2.15 ACCEPTANCE**

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

- a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.
- b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.
- d. The warranty period shall begin upon Acceptance.

## 2.16 PROPOSER PROJECT MANAGEMENT

Proposer's Project Manager: The Proposer's Project Manager will be the lead in monitoring project resources and will ensure the project objectives are met. The Proposer's Project Manager will be responsible for:

- a. Oversight of the project scope and schedule in collaboration with the FLPD's Project Manager.
- b. Participating in all meetings.
- c. Assisting in the coordination of the implementation, configuration, testing and use of the System.
- d. Assisting in the System training as the organization and departments implement, along with updating of documentation as necessary based on the changes in business practices.
- e. Recommending and monitoring System site standards (layouts, security processes, etc.) with assistance from experts.
- f. Recommending and ensuring adequate procedures and controls are in place for stable System administration.
- g. Managing project risks and escalating incidents as appropriate
- h. Continuously recommending best practices as appropriate.
- i. Performance Accountability: It is the objective of FLPD to achieve full performance of services from the Successful Proposer in accordance with the Scope of Services and the Terms and Conditions given within this RFQ and any resulting Agreement. The services requested herein should be completed on a mutually developed schedule. The Successful Proposer should be expected to provide sufficient personnel to ensure that key activities are completed in time and to avoid delaying other steps that would impact the schedule.
- j. Study: The City may engage in a study with a third party or university on the usefulness and benefits of officers wearing the cameras. The Successful Proposer may be required to assist FLPD with the study at no additional cost to the City.

## 2.17 CITY PROJECT MANAGEMENT

FLPD's Department Subject Matter Experts (SMEs) will represent specific business units, providing strategic insight, feedback, and direction for the project strategy. FLPD's experts will be from the following groups and support the following project operations:

- a. FLPD Support Services Bureau
- b. Information Technology Division
- c. Representing the interests of their department and/or business units
- d. Assisting in the coordination of the implementation, customization, personalization, and use of the Body Worn Camera system
- e. Assisting in the System training as the organization and departments implement, along with updating of documentation as necessary based on the changes in processes
- f. Assess the required network infrastructure enhancements to handle the extra network traffic required
- g. Collecting and communicating feedback from officers, backend users, clients, Law Enforcement Agencies (LEA), State Attorney's Office (SAO), or Public Defenders Office (PDO).
- h. Reporting operational issues with the System environment to the Project Manager as they are discovered
- i. Assisting in the testing of new or existing System features as needed to ensure optimal performance.

- j. Suggesting potentially useful enhancements to the System environment as they relate to current needs, processes or anticipated changes.
- k. Providing ongoing assessments of what works well; what requires improvement; are the standards still appropriate; how can business processes improve; do communication gaps exist; can inefficiencies be reduced or eliminated.

**2.18 SERVICE ORGANIZATION CONTROLS (SSAE 16 REPORT):**

The Contractor shall provide a current SSAE 16, SOC 2, Type I report with their proposal. Awarded contractor will be required to provide an SSAE 16, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 16, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

*END OF SECTION*

### SECTION III SPECIAL TERMS AND CONDITIONS

Below are standard contract terms and conditions that the City expects to be part of any agreement with the Successful Proposer(s). Contract terms in the final agreement should include but will not be limited to those listed below.

#### 3.1 GENERAL

These General Terms and Conditions shall be made a part of and govern any Contract resulting from this RFQ.

The requirements appearing in this RFQ will become a part of the written contract between FLPD and the Successful Proposer. Any exceptions to any of the requirements under Terms and Conditions must be specifically noted in writing and explained by the Proposer in its Proposal as a condition to becoming part of the subsequent Contract. The contract between the parties (the Contract) will consist of the written Contract, the RFQ together with any modifications thereto, and the Successful Proposer's proposal, together with any Statement of Work resulting from negotiations and modifications and clarifications thereto that are submitted at the request of FLPD during the evaluation and negotiation process. The Contract may also be amended following execution by written contract between the parties, which recites the nature of the amendment and the fact that it is to be an amendment to the Contract.

The Successful Proposer represents and warrants to FLPD that the proposed system is free from defects and will function and perform as represented by the Successful Proposer. The Successful Proposer warrants the fitness of the proposed system to meet FLPD requirements as reflected in Successful Proposer's response to Attachment A, - Functional and Non-Functional Requirements. A breach by the Successful Proposer of this provision of the Contract may result in termination for cause and the Successful Proposer shall return to FLPD all amounts paid under the Contract within five business days of notification of breach by FLPD.

#### 3.2 SOFTWARE MAINTENANCE FEES

FLPD will not pay software maintenance or support fees until the functions and features are demonstrated as operational in production (considered "System Acceptance" vs. merely installed in a test mode). FLPD shall be entitled to exercise its option to purchase Extended Maintenance for a given one-year option period by: (a) providing written notice to the Successful Proposer within 60 days of expiration of the one-year period.; or (b) payment of the Successful Proposer's invoice for such one-year option period. The Successful Proposer shall invoice FLPD for Maintenance Fees on an annual basis, but not more than sixty days before the one-year extended maintenance begins for the term being billed.

#### 3.3 USER ACCOUNT FEES

User account fees, if any, will include costs for all subscription licensed software provided by Successful Proposer, such as third-party modules, middleware, and integration. During implementation, testing, training, validation and integration, Successful Proposer will provide sufficient numbers of user access accounts to enable the team to achieve a successful "go-live" into production. User Account fees will be based on production system use. Training, Development and Test accounts will not be considered additional users for access purposes.

#### 3.4 ACCEPTANCE OF PRODUCTS AND SERVICES

All products furnished and all services performed under the Contract shall be to the satisfaction of FLPD and in accordance with the specifications, terms, and conditions of the Contract. FLPD reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services. All system hardware, software and accessories that are shipped are to be new. Refurbished and/or demo equipment will not be

accepted. All equipment is to be provided with standard manufacturer's warranty. Instruction manual, service and parts manuals are to be shipped at no charge. Successful Proposer shall make available any/all value added products and services to all agencies of FLPD.

### **3.5 DELIVERY OF THE PROJECT PLAN AND OTHER KEY DELIVERABLES**

The project plan shall be delivered within a contractually specified timeframe after contract signing.

### **3.6 CHANGES**

In the event changes to the Services become necessary or desirable to the parties, the parties shall follow the procedures set forth in this section. A change shall be effective only when documented by a written change order executed by both parties that expressly references this Contract (a "Change Order"). The Change Order shall set forth in detail: (i) the change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed change; and (iii) a detailed analysis of the impact of the change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Order. If the receiving party does not accept the Change Order in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Order. If the parties cannot reach agreement on a proposed change, the Successful Proposer shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Notwithstanding anything to the contrary in this Agreement and/or other components of the Contract Documents, successful Proposer shall not make changes to any production system without first notifying and obtaining prior written consent to make changes to such production system from FLPD's Information Technology Department Representative.

### **3.7 NEW TECHNOLOGY**

The parties recognize that technology may change during the implementation and final acceptance. Accordingly, the parties agree as follows:

**3.7.1** Notice. The successful proposer should provide FLPD with prompt written notice of all upgrades, enhancements and modifications to their Products or Services that become available during the term of this Contract (the "New Technology").

**3.7.2** Current Version. Unless specified in writing by FLPD in a specific instance, all Products provided by the Successful Proposer will be the latest, most recent version available as of the time of installation. The Successful Proposer will schedule installation of all Products as late in the process as is reasonably practicable to meet the Project Plan deadlines. Unless specified in writing by FLPD in a specific instance, the Successful Proposer will continually update the Software after installation at no additional cost and it shall be a condition of System Acceptance that all Software be the latest, most current version available as of the date of System Acceptance.

**3.7.3** Right to Forego New Technology. Prior to System Acceptance and notwithstanding anything contained in this Contract to the contrary, FLPD shall have the option to reject proposed New Technology and to accept less than the most current version of the Products by providing written notice to the Successful Proposer.

- 3.7.4** Cost. The Successful Proposer shall make the New Technology available to FLPD at no additional cost.
- 3.7.5** Additional Information. The Successful Proposer shall provide additional details to FLPD at the request of FLPD, if FLPD wants to consider further the possible inclusion of the New Technology.
- 3.7.6** No Affect in Contract Obligations. Notwithstanding anything contained herein to the contrary, neither the acceptance of proposed New Technology by FLPD nor the amendment of this Contract to incorporate New Technology shall relieve the Successful Proposer from its obligations under this Contract.

**3.8** SaaS Service Level Agreement (SLA): The Service Level Agreement (SLA) should contain specific, measurable and enforceable terms and conditions that the SaaS provider must adhere to for each component of the service provided. If the provider fails to meet an obligation/service level of 99.9% for any consecutive 30 day period under the SLA, FLPD would like the service provider to provide a credit (based upon the applicable month's charges for the period in which the Service Level failed).

**3.9** TITLE, RISK OF LOSS AND FREIGHT

The title and risk of loss of the hardware/software shall not pass to the City or any participating agency and any/all system parts listed herein until they actually receive, take possession and accept the goods at the point or points of delivery. All products furnished hereunder shall be delivered free on board (F.O.B.) FLPD facility destination.

**3.10** RECALL NOTICE

The Successful Proposer shall, immediately upon discovery of same, advise the City of any or all required replacement/modifications to equipment or component part thereof or withdrawal of product by reason of safety hazard or recall regardless of the nature of same. Any verbal notification must be confirmed in writing within twenty-four (24) hours of such verbal notification.

**3.11** DISPUTES

In the event of any dispute between the parties arising from this RFQ, the Contract, or the services provided hereunder, each party shall, prior to seeking judicial resolution of such dispute, escalate the dispute to a senior representative of such party, and such senior representatives shall use good faith efforts to resolve the dispute between them. If such senior representatives are unable to resolve the dispute, such dispute shall then be decided by litigation. The Successful Proposer and FLPD shall make good faith efforts to resolve any and all disputes as quickly as possible.

**3.12** NON-WAIVER OF DEFAULTS

Any failure of the FLPD at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of any resulting Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of FLPD at any time to avail itself of same.

**3.13** DUTY OF SUCCESSFUL PROPOSER TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES

Throughout the duration of this Contract, the Successful Proposer shall identify and request in writing from FLPD Project Manager all FLPD resources that may reasonably be required by the Successful Proposer to perform the Services including all information, FLPD staff, equipment, facility, or materials (the "FLPD Resources") needed by the Successful Proposer. The Successful Proposer shall request FLPD Resources far enough in advance to allow adequate

planning and availability on FLPD's part and to avoid unnecessary expense or overtime. Notwithstanding the foregoing, the Successful Proposer shall not be entitled to request that FLPD provide FLPD Resources other than those identified as a FLPD responsibility with respect to the Implementation Services unless FLPD can do so at no significant cost. If FLPD Project Manager fails to provide within a reasonable time period a FLPD Resource that this Contract requires FLPD to provide, the Successful Proposer will notify the responsible Director of Purchasing of such failure. The Successful Proposer shall not be relieved of any failure to perform under this Contract by virtue of FLPD's failure to provide any FLPD resource: (i) that the Successful Proposer failed to identify and request in writing from FLPD pursuant to this section; or (ii) that FLPD is not required to provide pursuant to this Contract. To the extent the Successful Proposer is excused from performance under the terms of this section, the Successful Proposer will only be excused for delays that occur after it has given notice to the Director of Purchasing of the FLPD's failure.

The Successful Proposer shall identify the Project Manager who will work in close coordination with FLPD representatives and provide a detailed project plan. FLPD's Project Manager shall be FLPD's point of contact. FLPD shall approve any changes to the Project Manager or personnel assigned to the project.

During the term of the contract, the Project Manager shall meet on-site with the FLPD's Project Manager and/or other designated FLPD officials as necessary, for the purpose of discussing and coordinating work to be performed, or performance of work ensuring project completion within the specified period.

### **3.14 OBSERVANCE OF FLPD RULES AND REGULATIONS**

The Successful Proposer agrees that at all times its employees will observe and comply with all regulations of FLPD facilities, including but not limited to parking and security regulations.

### **3.15 FLPD PROPERTY**

FLPD's Project Manager must approve the use of FLPD property in advance. If FLPD has agreed to provide property owned by it, the following special provisions shall apply:

**3.15.1** The amount of FLPD property to be furnished to the contractor may be increased or decreased by written direction of FLPD's project manager and the contract price shall be adjusted to reflect the change pursuant to the stipulations of the "changes" article.

**3.15.2** The Successful Proposer shall insure all FLPD property in their possession or control and shall be liable to FLPD for the fair market value of any damage or loss to FLPD property, aside from that incurred by normal wear and tear. The Successful Proposer shall maintain the property in sound operating condition, with the cost being chargeable to the contract.

**3.15.3** All FLPD property shall be returned promptly upon completion of the contract or otherwise disposed of, as directed in writing by FLPD. All costs of shipment or disposal are a contract cost.

**3.15.4** Unless specifically stated otherwise in writing, FLPD property may be used only for the performance of this contract.

**3.15.5** Title to FLPD property shall remain in the hands of FLPD at all times. Title to the property acquired by the contractor for use under the contract shall vest in FLPD upon delivery to the contractor.

**3.16 INTELLECTUAL PROPERTY RIGHTS**

Successful Proposer shall not Sell or Disclose Data. The Successful Proposer shall treat as confidential information all data and associated metadata provided by or processed for FLPD in connection with this Contract or use of the software. Such data shall remain the exclusive property of FLPD. The Successful Proposer will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by FLPD in any manner except that contemplated by this Contract.

**3.17 DOCUMENTATION AND COPYRIGHT**

Collected data, analyses, and any analytical processes, programs and files developed as a contractual requirement are the sole property of FLPD. Programs shall be completely documented, including but not limited to the data layout of files and table structures. FLPD may, at its sole discretion, waive title to any portion or to all data and analyses. FLPD has the sole right to copyright any newly created process or program and may license its use by others.

**3.18 REGENERATION OF LOST OR DAMAGED DATA**

With respect to any data that is lost or damaged due to an act or omission of the Successful Proposer or its subcontractors, the Successful Proposer shall, at its own expense: (a) promptly replace or regenerate such data from the most current system backups, or (b) obtain the required information associated with the lost or damaged data from any FLPD data source including but not limited to paper or electronically generated reports. The Successful Proposer shall further reload and restore such data at the Successful Proposer's expense. The Successful Proposer shall not be responsible for any expenses that are the result of the failure of FLPD to maintain backup data in accordance with FLPD's regular schedule.

**3.19 SURVIVAL**

Provisions in regards to licensing, indemnification, governing law venue and confidentiality shall survive termination of contract.

*END OF SECTION*

## **SECTION IV - SUBMITTAL REQUIREMENTS**

### **4.1 REQUIREMENTS**

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFQ. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFQ to be less than 50 pages and that the Respondents utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFQ number, due and open date, and RFQ title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**THIS IS A PAPER RFQ WITH FLASHDRIVES.** All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified. Submittal of response by fax or e-mail will NOT be acceptable.

**Proposers Must Submit An Identified Original Hard Copy, Plus (3) Additional Hard Copies Of Their Proposal Pages Including Any Attachments.**

**The Above Requirements Total (4) Hard Copies Of Your Proposal. Respondents Should Submit Your Proposal Also On A Flashdrive. Electronic Copies Must Match The Original Hardcopy. In Case Of Any Discrepancy Between The Original Hard Copies And The Flashdrive, The Original Hard Copy Prevails. Failure To Provide Proposals As Stated Above, May Be Grounds To Find Respondents Non-Responsive.**

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

**A representative who is authorized to contractually bind the Respondents shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.**

### **4.2 CONTENTS OF THE PROPOSAL**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled DVD/CD in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFQ.

**4.2.1 Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

**4.2.2 Executive Summary**

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

**4.2.3 Experience and Qualifications**

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

**4.2.4 Approach to Scope of Work**

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

**4.2.5 References**

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFQ. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

**Note:** Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

**4.2.6 Minority/Women (M/WBE) Participation**

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your

firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

#### **4.2.7 Subcontractors**

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

#### **4.2.8 Required Forms**

##### **a. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

##### **b. Cost Proposal**

Provide firm, fixed, costs for all services/products using the form provided in this Request for Qualifications. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

##### **c. Non-Collusion Statement**

This form is to be completed, if applicable, and inserted in this section.

##### **d. Local Business Preference (LBP)**

This form is to be completed, if applicable, and inserted in this section

##### **e. Contract Payment Method**

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

##### **f. Sample Insurance Certificate**

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

##### **g. Business License**

Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida

##### **h. Attachment A**

Functional and Non-Functional requirements spreadsheet

### **4.3 PROPOSAL SUBMITTALS**

- 4.3.1** The Proposer should base their proposal for a thirty-five (35) Camera and System deployment initially along with pricing for a five hundred (500) camera deployment FLPD reserves the right to purchase additional Cameras and Software Licenses as funding and needs dictate.

#### **The following must be submitted in the proposal:**

Experience (Knowledge, Expertise, Capabilities)

- Proposer History: A statement giving a brief history of the Proposer's organization and utilization of its available resources for the FLPD project. Proposer must provide a statement to demonstrate its understanding of government procurement practices and philosophy. Include the following:
  - Number of years in business.
  - Number of employees.
  - Office location(s).
  - Size of your largest installation. Include number of Users.
  - Your Dun and Bradstreet number.
- Proposer Qualifications: Information that highlights Proposer's particular abilities to successfully complete the services and how the Proposer will structure, develop execute and manage the project.
- General Statement of Experience: Include a written, verifiable statement of experience in providing and managing similar services. If the Proposer does not possess an experience similar to the services required, Proposer should provide any pertinent information or experience Proposer feels may qualify Proposer for consideration of award.
- Operational Plan: Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Proposer. This description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements. Proposers are also encouraged to provide any other pertinent information that will assist FLPD in evaluating the proposed method of operation.
- Supplemental Information: Any supplemental information which the Proposer thinks will be valuable to FLPD in evaluating the qualifications of the Proposer and its individual personnel to provide services as described herein.

**4.3.2 Methodology:** The Proposer should address the following:

- Proposer Comprehension of Project: A detailed description by which the Proposer plans to accomplish all of the work discussed in this RFQ, beginning with a brief statement demonstrating an understanding of the nature and desired results of the project.
- Methodology: A description of the basic concept and proposed methodology for accomplishing the necessary activities described in the RFQ and Statement of Work.
- Strategy: The overall project strategy, demonstrating the manner in which all work elements will be combined into the production of the desired results.

**4.3.3 Project Plan:** The Proposer will provide best practice recommendations for this project utilizing standard Project Management Institute/Project Management Process (PMI/PMP) requirements, to include FLPD preferred methods which reflect a phased implementation approach or other deployment strategies, along with the detailed work tasks with resource role assignments and estimated durations and start/finish dates. The project plan should include all tasks associated with implementation and ongoing support of the project.

The following implementation and support functions should be addressed in the project plan with designations for each implementation/deployment phase recommended:

- Project Planning/Execution.
- Communications Planning/Execution.
- Camera Installation.
- Infrastructure/Hardware/Environment Configuration and Build.
- Business Review, GAP Analysis and Solution Recommendation.
- System/Application Configuration and Validation.
- Data Conversion Analysis, Design and Development.
- Customization/Interface Analysis, Design and Development.
- Testing (System, Performance and User Acceptance Testing).
- Training and Documentation.
- Implementation.
- Operations, Maintenance and Support.
- Describe your Company's service level support process for the system you are proposing. Your description should include your standard response and resolution times.

**4.3.4** Project Timeline: The Proposer should identify its anticipated schedule for completion of the project. Minimum factors to be included in this schedule include: work plan development, design, testing of each module, training, and complete implementation.

**4.3.5** Architectural Plan: The Proposer must provide detailed descriptions of all software and hardware included in the Proposal. The Proposer must include an architecture plan with schema for initial implementation and on-going maintenance/support which encompasses all environments (production, development, testing, etc.) and that facilitates secure high performance access.

**4.3.6** Requirements Response: Proposer must complete and submit Attachment A, all Functional and Non-Functional Requirements Matrix documents. Provide responses for all requirements specified utilizing the following instructions to ensure accurate responses:

- Enter one (1) response per requirement using the legend below; more detailed descriptions of each is provided in the attachment:
- SF: Standard Functionality
- NR: Provided in Next Release
- MD: Modification Required
- RQ: Provided through a Reporting or Query Tool

- TP: Third Party Software Required
- NA: Cannot Meet Requirement
- List the module that will meet the requirement.
- List the third party product name(s) required to meet the requirement.

Changes should not be made to the format of the requirements attachment and the response should be submitted in Excel format.

**4.3.7** Project Team Qualifications: The Proposer must submit information for the proposed project team members documenting their technical and management capabilities as required to support the implementation and support of the proposed solution.

The Proposer should include an organizational chart for the project, including any subcontracted team members. Comparable resources must be guaranteed throughout the course of the project. The Proposer must specifically identify the team members who will be assigned to this project and provide the following information for each by role (Project Manager, Functional Leads, Technical Leads, etc.):

- Length of service with Proposer.
- Experience and responsibilities.
- Relevant qualifications.
- Education.
- Other appropriate summary information.

Note: the Successful Proposer's Team may be required to undergo and successfully pass FLPD background check. Failure to pass background check may disqualify them from the team, at FLPD's sole discretion.

**4.3.8** Training Plan: The Proposer must provide best practice recommendations as they relate to FLPD's requirements. The Proposer must provide a recommended comprehensive training plan to address the Cameras and System functions and features along with education to adapt to new ways of working, tailored specifically for the FLPD. The plan should incorporate a variety of training strategies targeted for different levels of users including but not limited to: Patrol Officers, Special Operations, Officer Supervisors, Internal Affairs, Staff Command, Evidence Techs, Legal Staff, IT Support Staff, and System Administrators. Include the number of training hours required per type of user for each type of training.

**4.3.9** Travel Costs: Contractor is to include all travel related expenses as it relates to applicable job function being performed. For example, if Contractor is proposing to conduct training classes onsite at FLPD facility, then Contractor travel related expenses for that item is to be included and rolled up into the above training cost proposed prices and MUST follow Florida State rates. Contractor is to use this same method with other applicable line item costs.

**4.3.10** Facility and Other Requirements: Provide a clear description of any facility, personnel and other requirements needed for accomplishment of the project that FLPD will be expected to provide. FLPD reserves the right to provide only those facilities, personnel and other requirements as FLPD deems necessary or appropriate.

**4.3.11** Continuity of Operations/Disaster Recovery Plan: Provide a plan (best-practice) recommending a method(s) for backing up the proposed solution and recovering in the event the proposed server or required client component becomes inoperable. This section provides FLPD the understanding on how to rebuild, or in the event the service is covered under contractual agreement, the Proposer would fully recover the solution.

**4.3.12** Information Security Policies - Cloud Hosting Policy: N/A

**4.3.13** License, Software Subscription, Hosting Services, Annual Support and Maintenance and Professional Services Agreements:

Provide a copy of the following:

- License Agreement.
- Software Subscription Agreement, if applicable.
- Hosting Services Agreement, if applicable.
- Maintenance and Support Agreement.
- Professional Services Agreement.
- \*Service Level Agreement (SLA).
- Third Party Agreement, if applicable.

Note: FLPD may consider use of said agreements; however FLPD may negotiate otherwise.

\*The "SLA" should be for the equipment, software and professional services. It should also include hardware, if applicable.

Describe your Company's service level support process for the system you are proposing. Your description should include your standard response and resolution times.

**4.3.14** Reports: Provide report generating capabilities. Are reports able to run ad hoc reports on various parameters? Explain.

**4.3.15** Return Policy: Explain the procedure for obtaining the repair or replacement of a Camera(s) that have experienced a failure, including any and all warranty options provided for the purchaser of cameras?

**END OF SECTION**

## **SECTION V - EVALUATION/SELECTION PROCESS**

### **5.1 Evaluation and Negotiation Procedure**

- 5.1.1** Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the responses as submitted. Any firm(s) involved in a joint venture in its response will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.
- 5.1.2** The committee shall short list no less than three (3) submittals, assuming that three submittals have been received, that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm(s) for the project. The committee shall then hold discussions, conduct interviews, and/or require oral presentations with all short-listed firms. The committee may then re-rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ, and deliberations of the Evaluation Committee at publically advertised Evaluation Meetings. The City may request and the firm shall provide additional information deemed necessary by the evaluation committee to conduct evaluations.
- 5.1.3** The final ranking and the Evaluation Committee's recommendation shall be reported to the City Commission through and with the concurrence of the City Manager, who shall authorize staff to commence negotiations with the top ranked proposer(s).
- 5.1.4** If the City Manager or his/her designee is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City.

The City uses a mathematical formula for determining allocation of evaluation criteria, to each responsive, responsible proposer. Each evaluation criteria stated in the RFQ has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFQ. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

**5.1.5 PHASE I - EVALUATION CRITERIA**

<b><u>CRITERIA</u></b>	<b><u>PERCENTAGE</u></b>
Qualifications of the firm: To include experience, similar system implementations, licenses, insurance, and other pertinent information.	15%
Qualification of Project Team: To include personnel used for the project, project manager, etc.	15%
Approach to Scope of Work and consideration of the technical solution	50%
Previous Similar Projects; References	20%
TOTAL	100%

**5.1.6 PHASE II - EVALUATION CRITERIA**

<b><u>CRITERIA</u></b>	<b><u>PERCENTAGE</u></b>
Product Performance	70%
Cost (Phase II) and (Phase III)	30%
TOTAL	100%

**5.2 Contract Award**

The City reserves the right to award a contract to the Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.

*END OF SECTION*

**SECTION VI - COST PROPOSAL PAGE****Proposer Name:** \_\_\_\_\_

**Note: Pricing should be included in this RFQ, but it must be submitted in a separate SEALED ENVELOPE. Sealed Pricing envelopes will be opened by the City after Phase I has been completed.**

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFQ.

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified in this Request for Qualifications. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

**Phase II – Pilot Program (Deployment)**

The initial purchase after award is for approximately 35 Cameras for various locations and the Digital Evidence Management System. The City will review camera deployment methodology closer to the implementation date depending upon solution chosen. It can be assumed that several locations will receive some cameras to deploy with the number based upon FLPD requirements and/or squads/teams chosen.

In a table format list separately the costs for the components below. Provide detailed information to explain what is being proposed.

Per Camera Cost	\$
Hardware Costs, if applicable	\$
Software Cost (Per License)	\$
Implementation Costs	\$
Training Costs	\$
Annual Maintenance, Upgrades and Support Costs	\$
Hardware costs for uploaded locations	\$
Hardware Warranties	\$
Circuit Costs (if any)	\$
Bandwidth Costs	\$
Provide Cloud Storage Fee Schedule for 5 years	\$

The proposed cost should include all equipment, hardware, software, professional services, installation, setup and warranties.

Provide in detail, the total-cost-of ownership to include all ongoing expenses after the initial purchase of the Cameras and System to include, extended warranties, software upgrades, maintenance, support license fees, etc.

### **Phase III – Additional Purchase (Anticipated Full Deployments)**

The additional purchase after award may lead to an award of up to 500 Cameras, for multiple locations to include the hardware cost per upload location, and the Digital Evidence Management System. The City does not guarantee any specific quantity of volume of units eventually deployed agency wide, or if any award will be made under this RFQ.

In a table format list separately the costs for the components below. Provide detailed information to explain what is being proposed.

Per Camera Cost	\$
Hardware Costs, if applicable	\$
Software Cost (Per License)	\$
Implementation Costs	\$
Training Costs	\$
Annual Maintenance, Upgrades and Support Costs	\$
Circuit Costs (if any)	\$
Bandwidth Costs	\$
If selecting Cloud Storage Option – Provide Cloud Storage Fee Schedule for 5 years	\$

The proposed cost shall include all equipment, hardware, software, professional services, installation, setup and warranties.

**Trade-In:** Will the Proposer provide a trade-in program in order for FLPD to upgrade the cameras during the Contract term? Proposer should provide pricing structure for future upgrades, and FLPD shall approve all technology upgrades.

**Note:** It is the Proposer's responsibility to provide a clear understanding of ALL costs associated with the purchase of the Cameras and Systems.

### **Submitted by:**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**ATTACHMENT A - FORT LAUDERDALE POLICE  
DEPARTMENT (FLPD) BODY WORN CAMERA  
AND DIGITAL EVIDENCE MANAGEMENT SYSTEM  
FUNCTIONAL AND NON-FUNCTIONAL  
REQUIREMENTS**

**Vendor Response Codes**

<b>SF</b>	Standard Function ("Out-of-the-Box")
<b>NR</b>	Provided in Next Release
<b>MD</b>	Modification
<b>TP</b>	Third Party Software Required
<b>NA</b>	Cannot Meet Requirement

(If any vendor response other than **SF**, or if you cannot meet or have an alternate solution please - INCLUDE COMMENTS IN "COMMENTS BOX" BELOW)

**Functional Category: GENERAL SYSTEM**

Reference Number	Business Requirements	Response Code	Comments
GS-1	The Digital Evidence management system should leverage the FLPD's Microsoft Active Directory (AD) for managing system security access and User authentication login/logoff.	XX	
GS-2	All recording and storage components should synchronize with an external universal clock, either GPS or another source for absolute time and date to ensure accuracy.	XX	
GS-3	Allow officers to review video while in the field and allow video tagging (appending incident details) on the camera device and via a computer device.	XX	
GS-4	All wearable requirements shall be weather resistant in the following conditions and meet IPX2- MIL- STD 810F Method 506.4 procedure 1: • Rain/wind – blown rain Operating temperatures: • -4 to +140 degrees F (-20 to +60 degrees C) Humidity: • 80% non-condensing	XX	
GS-5	Have a drop resistance of at least 6 feet.	XX	
GS-6	Have a field view no less than 120 degrees.	XX	
GS-7	Battery should have a minimum recording time of 6 hours.	XX	
GS-8	Have a simple camera charging and video offload process.	XX	
GS-9	Document the process for charging and downloading video.	XX	
GS-10	Hold a battery life of +12 hours fully charged and stand-by time in buffering. State battery life in detail.	XX	
GS-11	Recharging battery from fully depleted should not exceed 4 hours.	XX	

**Functional Category: GENERAL SYSTEM**

Reference Number	Business Requirements	Response Code	Comments
GS-12	Should have a download/charging station for multiple cameras that allows both functions to be completed simultaneously. The charging options shall include: <ul style="list-style-type: none"> <li>• USB</li> <li>• Wall charger</li> <li>• Vehicle charger</li> </ul> <p>Indicate how many cameras per station:</p> <p>Provide technical and physical specifications for stations.</p>	XX	
GS-13	All wearable components requiring battery should be rechargeable.	XX	
GS-14	Wearable devices should provide a configurable audio-visual or haptic cue when activated. <p>Status for the following:</p> <ul style="list-style-type: none"> <li>• Recording</li> <li>• Deactivation of recording</li> </ul>	XX	
GS-15	Any illuminated/audible controls or indicators should have a user option which allows them to be extinguished during a tactical/darkness/other situation.	XX	
GS-16	Have the ability to control volume of audible status cue to mute, vibrate, etc.	XX	
GS-17	Have the capability for capturing GPS coordinates. Explain methodology in comments.	XX	
GS-18	Vendor shall provide 24/7 call center and technical support including initiation of camera replacement. Onsite support is available as required by priority/severity	XX	
GS-19	Have the capability if docked to self-assign the device to the current logged in user based on Active Directory log in.	XX	
GS-20	Software should prompt the current user, if docked, to change device assignment if different than the user currently assigned to the device.	XX	
GS-21	Be compatible with industry standard browsers: Please list browser compatibility for video review and system administrator, and any other functions.	XX	
GS-22	Should have mode indicators that include: <ul style="list-style-type: none"> <li>• Storage space</li> <li>• Battery strength</li> <li>• Power on</li> </ul>	XX	
GS-23	Have the ability to burn CD/DVD of video footage by request of authorized users and prove authenticity if challenged in court.	XX	
GS-24	Have the ability to play back recording in most standard DVD players and/or PC's after user authentication is provided.	XX	
GS-25	Playback should be in a standard non-proprietary format.	XX	
GS-26	System should ensure the video has been successfully uploaded prior to deletion from the device. Explain checksum, hash calculation or any other method of verification in comments.	XX	
GS-27	Technology warranty options to replace existing hardware and software for each major feature release or at set intervals over product lifetime according to warranty chosen.	XX	

**Functional Category: GENERAL SYSTEM**

Reference Number	Business Requirements	Response Code	Comments
GS-28	Have the ability to upload to backend archivers via WiFi.	XX	
GS-29	Have automated triggers to activate recordings using WiFi and/or Bluetooth. Examples: - Emergency Light - Vehicle Impact - Firearm withdrawal from holster - Vehicle Speed Threshold	XX	
GS-30	Include iOS and Android mobile apps for 'Live' view and/or post video viewing	XX	
GS-31	Storage shall be hosted by the vendor. Please describe exactly how all costs are calculated for any use of the system including: - Upload - Storage - Download - Access - Any other storage cost	XX	
GS-32	Should be CJIS compliant for the storage solution	XX	

**ATTACHMENT A - FORT LAUDERDALE POLICE  
DEPARTMENT (FLPD) BODY WORN CAMERA AND DIGITAL  
EVIDENCE MANAGEMENT SYSTEM FUNCTIONAL AND NON-  
FUNCTIONAL REQUIREMENTS**

**Vendor Response Codes**

<b>SF</b>	Standard Function ("Out-of-the-Box")
<b>NR</b>	Provided in Next Release
<b>MD</b>	Modification
<b>TP</b>	Third Party Software Required
<b>NA</b>	Cannot Meet Requirement

(If any vendor response other than **SF**, or if you cannot meet or have an alternate solution please - INCLUDE COMMENTS IN "COMMENTS BOX" BELOW)

**Functional Category: CAMERA**

Reference Number	Business Requirements	Response Code	Comments
CA-1	Cameras should have the ability to be mountable on several locations including, but not limited to: <ul style="list-style-type: none"> <li>• Shoulder</li> <li>• Helmet</li> <li>• Collar</li> <li>• Center of uniform just below neck level</li> <li>• Epaulet</li> </ul> Explain in the comments any exceptions	XX	
CA-2	Does the camera have a retina low light capability of $\leq 1$ lux.	XX	
CA-3	Have capability of capturing still shot images from software/video and export in the following formats: <ul style="list-style-type: none"> <li>• JPEG</li> <li>• TIFF</li> <li>• BMP</li> <li>• PNG</li> </ul> Explain exceptions in the comments	XX	
CA-4	Device storage capacity shall contain at least 8GB of Solid State Memory.	XX	
CA-5	Ability to integrate secondary prisoner transport camera.	XX	
CA-6	The total number of wire or cable connections for the worn devices <b>shall not</b> exceed one cable on the body.	XX	
CA-7	Shall have camera data storage that is secure and non-removable by the enduser. Explain methodology.	XX	
CA-8	Camera storage <b>shall prevent end users from</b> copying, deleting, tampering, modifying video including using any third party tools. Requires DEMS or proprietary access to memory card – no third party tool access allowed.	XX	
CA-9	The device should not overwrite existing data before it has been transferred. Can the system export a hash value of files being transferred? Explain the overwrite protection method.	XX	
CA-10	Should employ standard encryption such as AES	XX	
CA-11	Should have image stabilization capability	XX	
CA-12	Streaming Live View capability (Explain)	XX	
CA-13	Shall support MP3 audio format	XX	
CA-14	Administrators should be able to configure video settings or have selectable bit rate (multiple settings to allow optimization of file size and upload speed).	XX	
CA-15	Shall support a video frame rate of 30 FPS.	XX	
CA-16	Shall have a minimum resolution size of 640 x 480 and a max of 4K.	XX	
CA-17	Describe what the max record time is for each resolution: <ul style="list-style-type: none"> <li>• 640 X 480</li> <li>• 1080p</li> <li>• 720p</li> <li>• 4K</li> </ul>	XX	

**Functional Category: CAMERA**

Reference Number	Business Requirements	Response Code	Comments
CA-18	System should allow administrators to configure pre-event video buffer to range from buffer of zero (off) up to at least 30 seconds prior to recording start.	XX	
CA-19	System should allow administrators to configure pre-event audio to be off	XX	
CA-20	Have a manual activation method preventing accidental activation or deactivation of recordings. The sequence for activation and deactivation shall be different. Device should provide user feedback indicating activation status.  Describe both methods.	XX	
CA-21	Have the capability to have in-field review of audio and video and bookmark assignment.	XX	
CA-22	Have the capability to automatically assign metadata from the dispatched call for service (via in-car computer, Motorola radio, etc).	XX	
CA-23	Have the capability to allow the enduser to manually tag incident data to the video. Including: - Incident Case Number - Incident Type (Burglary, Disturbance, Field Interview, etc) - Video Location - Arrest: Y/N - Force Used: Y/N - Agency Defined Fields	XX	
CA-24	At a minimum software should be compatible with Microsoft Windows 7 64 bit.	XX	
CA-25	Provide capability of requiring metadata entry by Officers after recording is stopped based on the following configurable settings by an Administrator: • Forced – after the officer stops the recording, they MUST select an option from a configurable list of values* • Enabled – after the officer stops the recording, gives the officer the option to select an option from a configurable list of values • Disabled – after the officer stops the recording, officer is not prompted to select an option from a configurable list of values	XX	
CA-26	Should be able to export video format and be compatible with the following: • MP4 • AVI • WMV • WAV • MOV • H.264 • MPEG • DIVX	XX	
CA-27	Should have the capability to control the volume for audio and visual playback in the vehicle.	XX	

**ATTACHMENT A - FORT LAUDERDALE POLICE DEPARTMENT  
(FLPD) BODY WORN CAMERA AND DIGITAL EVIDENCE  
MANAGEMENT SYSTEM FUNCTIONAL AND NON-  
FUNCTIONAL REQUIREMENTS**

**Vendor Response Codes**

<b>SF</b>	Standard Function ("Out-of-the-Box")
<b>NR</b>	Provided in Next Release
<b>MD</b>	Modification
<b>TP</b>	Third Party Software Required
<b>NA</b>	Cannot Meet Requirement

(If any vendor response other than **SF**, or if you cannot meet or have an alternate solution please - INCLUDE COMMENTS IN "COMMENTS BOX" BELOW)

**Functional Category: DIGITAL EVIDENCE MANAGEMENT SYSTEM**

Reference Number	Business Requirements	Response Code	Comments
CS-1	Software Management should be capable of configuring/managing access control: • Retention management (auto purge) • Secure transport • Full audit trail on every action	XX	
CS-2	Software management should provide Microsoft Active Directory integration with the cloud based hosted system. Please describe integration details and constraints.	XX	
CS-3	At a minimum software should be compatible with Microsoft Windows 7 32/64 bit and current browsers. Please list browser compatibility.	XX	
CS-4	Browser based solutions should be compatible with top used web browsers. List browser compatibility.	XX	
CS-5	The system should allow multi-faceted role-based security levels for activities within the system. Example: (Division Assignment + Role = permission/access to video)  System must facilitate security to segregate video and multi-media files by divisions and units.	XX	
CS-6	System should have the ability to enforce security by Active Directory (AD) group memberships.	XX	
CS-7	Encryption in transit should use SSL 1024 bit key or better and at rest AES 256 or better.	XX	
CS-8	Have the capability, at a minimum, to search by: • Name (last, first, middle) • Date and time video was recorded • Date and time video was uploaded • Date and time video was viewed • Event ID • Offense Case Number • Offense Type • Vehicle ID • Officer name • Officer ID Number • Geo Fence search • District/Squad • Wild cards	XX	
CS-9	Have the ability to upload/intake/receive video/multimedia files from multiple users simultaneously from multiple geographic locations.	XX	

**Functional Category: DIGITAL EVIDENCE MANAGEMENT SYSTEM**

Reference Number	Business Requirements	Response Code	Comments
CS-10	Have an audit trail generated for every video and/or multimedia file: <ul style="list-style-type: none"> <li>• Viewing</li> <li>• Tagging</li> <li>• Upload</li> <li>• Historical after purge</li> <li>• Trails based on date and time</li> <li>• Usernames and/or ID numbers</li> <li>• File access</li> <li>• Exporting of files</li> <li>• File security changes</li> <li>• System settings changes</li> <li>• Extend to external sharing</li> </ul>	XX	
CS-11	System should allow redaction of video and/or audio by administrator role or appropriate security role. Edited versions shall disclose they are not the original version. Original version shall be retained and unaltered.	XX	
CS-12	Original version shall be retained and unaltered.	XX	
CS-13	Be able to perform redaction on: <ul style="list-style-type: none"> <li>• video track</li> <li>• audio track</li> <li>• perform privacy masking</li> </ul> Redaction activities can be completed independently or in combination with one another.	XX	
CS-14	Redaction activities can be completed independently or in combination with one another.	XX	
CS-15	Redaction should require minimal human intervention and not require frame by frame human action. It shall make maximum use of automated face detection etc. Please describe in detail the redaction capabilities.	XX	
CS-16	System should contain a security administrator role to control user permissions/roles in the system including, but not limited to: <ul style="list-style-type: none"> <li>• Search functions</li> <li>• Renaming</li> <li>• Redaction</li> <li>• Deletion</li> <li>• Copy</li> <li>• Download/upload</li> <li>• External agency sharing</li> </ul>	XX	
CS-17	If application is installed on the user's PC, it shall contain methods of security to prevent unauthorized access.	XX	
CS-18	Allow the user to run application after initial installation without local administrative access to users PC, including software updates.	XX	
CS-19	Vendor shall provide litigation and expert testimony in court if needed. Please provide details regarding availability and cost, if any.	XX	
CS-20	Should be able to import other digital audio, video, and photos into the DEMS to use with BWC data to create case files. Explain this feature and any limitations.	XX	
CS-21	Allow sharing video and/or case files (including non-BWC files) with the State Attorney's Office and other agencies with options for viewing, burning, sharing, set custom access time length, restrict viewing to only once, restrict burning to only once, etc. Fully explain this feature and any limitations.	XX	

**Functional Category: DIGITAL EVIDENCE MANAGEMENT SYSTEM**

Reference Number	Business Requirements	Response Code	Comments
CS-22	Allow remote viewing of stored files to field personnel via web based interface or application available for use on in-car Mobile Data Computers or smart device.	XX	
CS-23	Have full reporting capabilities for standard parameters as well as the ability to create custom reports as directed by FLPD staff. Please describe how custom reports are developed and provided.	XX	

**ATTACHMENT A - FORT LAUDERDALE POLICE  
DEPARTMENT (FLPD) BODY WORN CAMERA AND  
DIGITAL EVIDENCE MANAGEMENT SYSTEM  
FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS**


**Vendor Response Codes**

<b>SF</b>	Standard Function ("Out-of-the-Box")
<b>NR</b>	Provided in Next Release
<b>MD</b>	Modification
<b>TP</b>	Third Party Software Required
<b>NA</b>	Cannot Meet Requirement

(If any vendor response other than **SF**, or if you cannot meet or have an alternate solution please - INCLUDE COMMENTS IN "COMMENTS BOX" BELOW)

**Functional Category: CLOUD STORAGE**

Reference Number	Business Requirements	Response Code	Comments
CS-1	Web-based can host digital evidence management, storage, and retrieval system.	XX	
CS-2	CJIS compliant security of data during connection and transfer to hosted cloud solution minimum of 256-bit AES encryption using SHA-1 algorithm. Encryption in transit should use SSL 1024 bit key or better and at least AES 256 or better.	XX	
CS-3	Should have environmental safeguards of data centers such as: <ul style="list-style-type: none"> <li>• Fire detection and suppression</li> <li>• Uninterruptible power supplies</li> <li>• Power generator management</li> <li>• Climate control</li> </ul>	XX	
CS-4	Security of hosted network gateways using Intrusion Detection and Prevention, restrictive firewall rule sets.	XX	
CS-5	Redundancy of network gateways using multiple, physically non-contiguous US locations in case of network related issues of host server.	XX	
CS-6	Have third party vendor access to system prohibited unless allowed by authorized personnel at the Fort Lauderdale Police Department.	XX	
CS-7	Options preferred for Two Factor Authentication, IP access restriction/filtering, and/or security challenge questions upon access from an unknown or previously used location.	XX	
CS-8	System shall send email alerts when it is down, going down for maintenance, off-line, or any other alert pertaining to operational/security events.	XX	
CS-9	Shall present full security methodology, network infrastructure, security protocols, physical and application layer security efforts to the FLPD Security Officer for review and approval.	XX	

POLICY	BODY WORN CAMERA POLICY (Pilot Program)	
		RELATED POLICIES: <b>105.0</b>
	CFA STANDARDS: 17.13	REVIEWED:

#### A. PURPOSE

The purpose of this policy is to provide law enforcement personnel participating (participants) in the Body Worn Camera Pilot Program with guidelines for the use, management, storage, and retrieval of audio-visual media recorded by body worn camera systems. The use of body worn cameras may increase the ability of participants to effectively enforce the law, obtain evidence for criminal prosecutions, protect participants from false allegations of misconduct, document interactions with the public, and increase Departmental transparency.

#### Definitions:

1. Recorded Media: Refers to any media upon which any audio and/or visual signals are recorded.
2. Body Worn Camera (BWC): A recording system that captures audio and video that is individually worn by assigned participants and includes, at a minimum, a camera and recorder.
3. Mobile Video System Administrator (MVSA): Department member with full administrator rights who assigns and tracks Body Worn Camera equipment, controls passwords, acts as a liaison with equipment vendor representatives, manages the Department's body-worn camera devices, and is responsible for overseeing the retention and dissemination of body worn camera media.

#### B. POLICY

The Body Worn Camera Pilot Program will last one (1) year from the date of deployment, unless terminated sooner by the City Manager to allow for full implementation of the program.

The pilot program will consist of no less than 35 participants at any given time, with no less than 27 in the Patrol Division. The participants will be selected by the Assistant Chief from a list of volunteers which will be maintained by the Mobile Video System Administrator (MVSA).

Employees participating in the Body Worn Camera (BWC) Pilot Program shall adhere to the operational objectives outlined in this policy to maximize the effectiveness of the BWC and the integrity of the video and audio evidence.

Body worn camera systems are not a substitute for the participants' reasonable beliefs and perceptions, and cannot account for the participants' physiological responses during critical incidents, such as visual tunneling and auditory exclusion. Body worn camera recording systems should not be viewed as the sole measure of truth or as the totality of the circumstances, because such systems and their inherent limitations only capture video and audio evidence from the participants' physical position on the scene and not necessarily from the participants' overall perspective.

During this pilot program any unintentional failure to adhere to this policy will only result in appropriate training, not discipline.

All participants will be indemnified and held harmless by the City of Fort Lauderdale for any civil liability resulting from the use of the BWC, in accordance with Section 2-42, Code of Ordinances of the City of Fort Lauderdale.

#### C. PROGRAM OBJECTIVES

The Fort Lauderdale Police Department Body Worn Camera Pilot Program will attempt to accomplish the following objectives:

1. Improve citizen interactions with department employees
2. Capture statements, actions and evidence during the course of an incident
3. Enhance the participants' ability to accurately document an incident for reporting purposes and for courtroom presentation
4. Provide an additional measurement for self-critique to enhance the participants' professionalism
5. Reduce unreasonable or false complaints against Department employees
6. Enhance the participants' safety

#### D. GENERAL PROCEDURES

Participant Responsibilities for BWC:

1. Pilot program participants shall use BWC's while working regular-duty and City overtime assignments.
2. BWC placement on the participant shall be in accordance with the BWC system's manufacturer's instructions.
3. General maintenance of the BWC shall be the responsibility of the assigned participant. The equipment shall be operated in accordance with this policy, the manufacturer's recommended guidelines and in compliance with training.

4. At the beginning of each shift the assigned participant shall perform an inspection to ensure that the BWC is functional and fully charged.
5. Malfunctions, damage, loss, or theft of the BWC must be immediately reported to the participant's supervisor. A police report shall be completed any time a BWC is damaged, lost or stolen.
6. Replacement BWC equipment will be obtained from the Mobile Video System Administrator (MVSA) during normal business hours. During non-business hours a supervisor shall issue a replacement BWC from Police Supply. An email shall be sent to the MVSA documenting the serial number, participant's name and the timeframe during which the replacement camera was used.
7. The configuration of the BWC's capabilities will be set for no pre-event and no post-event recording.

#### E. BODY WORN CAMERA PROCEDURES

The participant shall activate their BWC, if practical and without compromising the safety of the participant or others, prior to engaging in law enforcement activity with the public.

1. The following situations, which are not an exhaustive list of every incident in which a BWC can be used, are classified as law enforcement activities, and should be recorded:

Traffic stops, DUI investigations, priority responses, vehicle and foot pursuits, suspicious subjects/vehicles/incidents, investigatory detentions, arrests, vehicle searches, disturbances, field investigations, verbal or physical confrontations, crimes in progress, response to resistance, Miranda warnings, victim/witness or suspect statements, prisoner/Baker Act transports, all transports of non-city personnel regardless of purpose, or any other situation the participant, through training and experience, believes should be recorded, provided that the party being recorded does not have a reasonable expectation of privacy.

2. Participants using a BWC during an interview, interrogation, statement, confession and/or utterance shall:
  - a. Document the existence of a BWC recorded statement on all related reports or citations.
  - b. Properly record Miranda warnings when given.
  - c. Attempt to secure signed consent and/or waiver forms.
  - d. Document all consents, waivers and/or refusals on camera and in writing.
  - e. Supplement the BWC with a traditional digital audio recording device when feasible.

3. Once the BWC is activated to record an interaction, it shall remain on until the event has ended.
  - a. If it becomes necessary to turn off the BWC prior to the conclusion of a recorded incident the participant will verbally record the reason prior to the deactivation if it is safe and practical to do so.
4. When participants are interacting with victims, witnesses and others from the community who request not to be recorded, participants shall:
  - a. Use discretion in balancing the value of obtaining a recording with the victim's, witness' or community member's reluctance to provide information while being recorded.
  - b. If the suspect of a crime is present, the participant shall not turn off the BWC.
  - c. If the participant decides to deactivate the BWC at the request of a victim, witness or community member, the participant shall verbally record the reason prior to the deactivation. Additionally, the participant should attempt to record the victim's/witness'/community member's refusal to being recorded.
5. Participants are not expected to record casual interactions with the public, such as exchanging pleasantries, providing directions, or while attending community meetings. Additionally, participants are not required to activate their BWC during non-law enforcement activities such as breaks, directing traffic, crime scene processing, remaining on an accident scene waiting for a tow truck, etc. **Participants are allowed to turn off ("power down") the camera when entering a restroom or locker room.**
6. Participants who inadvertently fail to activate their BWC at the onset of an incident that requires recording shall activate the BWC as soon as it is practical and safe to do so.
  - a. If a participant inadvertently fails to activate, interrupts or deactivates their BWC during any portion of a situation that requires recording, the participant shall notify their supervisor as soon as possible. The reason for inadvertently failing to record a required incident shall be documented via an email to their supervisor and the MVSA. In cases which require a police report, the participant shall document in the report the reason they inadvertently failed to record the entire incident.
7. Participants providing assistance to, or receiving assistance from, an outside agency shall, if practical and without compromising the safety of the participant or others, notify such officer(s) that the incident is being recorded via a BWC. An unredacted

- copy of the BWC video shall be provided to the outside agency upon their request.
8. Participants will ensure their BWC data is uploaded before the end of their shift, or prior to the device reaching maximum storage capacity. Participants shall ensure that all captured videos are labeled with the proper retention category and, when applicable, the properly formatted agency case number (for example, 34-1234-567890).
  9. The following are prohibited actions:
    - a. The BWC will not be used to record personal activity.
    - b. The BWC will not be intentionally activated to record conversations of fellow employees without their knowledge during routine non-enforcement activities.
    - c. Except in the course of an active criminal investigation, the BWC will not be activated in places where a reasonable expectation of privacy exists.
    - d. Participants will not make copies of any BWC recordings for personal use.
    - e. Participants shall not erase, alter or tamper with any BWC recording.
    - f. No BWC recordings shall be posted on any social media site without prior approval from the Chief of Police or designee and the City Manager or designee.
    - g. Participants assigned a BWC will not allow non-city employees to review the recordings unless supervisory approval is obtained.
    - h. Participants are prohibited from using any BWC that is not assigned to them.
    - i. Participants shall not intentionally obstruct the camera or microphone, or otherwise compromise the functionality of their BWC.
    - j. Supervisors shall not review recordings without cause or for the sole purpose of searching for violations of departmental policy not related to a specific complaint or incident.
  10. Participants shall promptly notify their immediate supervisor of any prohibited footage inadvertently captured by their BWC.
  11. BWC equipment may be included during inspections to confirm that it is in proper working order.
  12. Supervisors will ensure that BWC recordings are properly categorized and preserved as required by this policy.
  13. Participants equipped with BWC may encounter situations where critical incidents

or special circumstances are captured on video. These situations require an immediate response from investigative units and include, but are not limited to, the following:

- a. Officer-involved shootings.
- b. Officer use of force resulting in serious injury.
- d. Officer-involved traffic crashes with fatalities or life threatening injuries.
- e. Serious injury or death of an officer in the line of duty.

During these circumstances participants equipped with a BWC that captured the incident shall notify a supervisor as soon as possible. The BWC shall remain affixed to the participant in the same position it was worn throughout the event and shall not be removed unless necessary to render emergency medical attention. The lead investigator will retrieve the BWC device from the participant and process it according to the investigating agency's standards for the handling of evidence. In addition, the lead investigator or designee will coordinate the response of the MVSA or designee who will be responsible for the recovery and storage of all evidence captured by the BWC.

14. Participants will note in any related offense/arrest/incident reports that the incident was recorded via a BWC.
15. Participants and non-pilot program employees involved in an incident in which a law enforcement response to resistance was required are not permitted to review BWC recordings of the incident prior to authoring their report or supplement. Once the employee authors their report they may review any BWC recordings of the incident. If the recordings reflect circumstances different from the author's written recollection, the employee may author a supplement describing the discrepancies and explaining the reasons for the discrepancies.

In all other matters captured by BWCs Pilot Program Participants and non-pilot program employees involved in a recorded incident shall have the option to review recordings of an incident captured by a BWC when preparing written reports or supplements to assist with the accurate documentation of the incident. However, if BWC recording(s) is reviewed prior to authoring a report or supplement the following statement will be added to the report/supplement:

**"The content of this document is based on my observations of the incident and a review of the recording captured by a body worn camera system."**

#### F. RETENTION AND DISSEMINATION

1. All video recordings collected using a BWC system are official records and the exclusive property of the City of Fort Lauderdale.

2. BWC recordings shall be maintained in accordance with Section 119.071(2)(1)5 of Florida Statutes and the State of Florida General Records Retention Schedules.
3. A participant's request to delete recordings of a personal nature must be submitted in writing to the MVSA and approved by the Chief of Police or designee, after consultation with the City Attorney or designee. All applicable records retention laws shall be taken into account before a decision is reached regarding the deletion of a BWC recording. All requests and final decisions shall be kept on file.
4. Digital media collected by a body worn camera system may be a public record as defined by Florida Statutes and Federal Laws. As such, the applicable Florida Statutes and Federal Laws will govern the handling of all public records request.
5. All BWC recordings capturing an arrest, response to resistance, or citizen contact shall be retained for a minimum of fifty-four (54) months. All other BWC recordings shall be retained for a minimum of one (1) year.
  - a. However, the timeframes described above do not reduce the retention schedules described in the General Records Retention Schedules established by the Florida Department of State and instructions from the City Attorney or designee.
6. All BWC recordings shall be uploaded to the contracted vendors cloud server. The Department reserves the option to utilize alternative storage methods on a case-by- case basis at the discretion of the Chief of Police or designee.
7. The Chief of Police or designee, after consultation with the City Manager or designee, may authorize the release of specific BWC footage, when it is deemed to be in the best interest of the Department, except for content that Florida Statutes and/or Federal Laws defines as confidential and exempt from disclosure.

**G. MOBILE VIDEO SYSTEM ADMINISTRATOR (MVSA)**

1. The MSVA is responsible for the BWC systems' overall maintenance, management, and retention, and acts as the technology liaison to the Forensics Unit and associated vendors. The MSVA also has the following duties:
  - a. Configuration of the evidence storage system under direction of the Chief of Police or designee.
  - b. Managing BWC inventory, issuing devices, training and updating device settings.
  - c. Assisting with manual uploads to the external cloud server.
  - d. Managing recordings to include restricted/prohibited footage pursuant to

direction from the Chief of Police. Notify the Chief of Police when video evidence software logs indicate deleted, copied and/or edited recordings

- e. Managing the list of retention categories and notify supervisors when users fail to categorize their BWC recordings or otherwise fail to properly use, store or maintain their issued BWC.
- f. Providing support to Department employees in all aspects of the BWC system.
- g. Maintenance of an audit system that monitors and logs access to recorded data.
- h. Maintenance of a system for the management of video retention and video purging.
- i. Conducting forensic reviews when directed by the Chief of Police or designee to determine whether BWC equipment and/or recorded data have been tampered with.
- j. Continuously monitoring this pilot initiative with a documented analysis to identify necessary modifications and/or continuations. The documented analysis shall be forwarded to the Chief of Police via the Chain of Command for the purposes of evaluating the effectiveness of using the BWCs.
- k. Perform a periodic review of actual body camera practices, including but not limited to recorded media, to ensure conformity with the agency's policies and procedures, in accordance with § 943.1718, Florida Statutes.

## H. TRAINING

- 1. Pilot Program participants shall only be issued BWCs after they have received agency approved training. The MVSA will ensure all BWC training meets current laws, manufacturer guidelines and specifications, as well as Department policy. Initial training shall include:
  - a. A thorough review of this policy, relevant state and federal laws governing consent, rules of evidence, privacy and public disclosure.
  - b. Hardware operation, charging, docking, malfunctions, lost or damaged equipment.
  - c. Categorization, video transfer procedures, video access, security, retention guidelines, reporting improper recordings, and presenting digital evidence in court.
  - d. Hands-on exercises that replicate operating the BWC.



# DEPARTMENT OF FINANCE – PROCUREMENT RFP PRE-PROPOSAL MEETING SIGN-IN FORM

Rev: 1 | Date: 08/31/15 | I.D. Number: PSM 1-03

DATE: 9/27/2016 TIME: 2:00RFP #: 766-11825 OPENING DATE: 10-21-2016RFP TITLE: Integrated Body Worn Cameras & Digital Evidence Mng System.PROCUREMENT CONTACT: Adam Makarevich (954) 828 5073

	NAME	COMPANY	PHONE	EMAIL
①	Paul Wareham	AUSPI	954 938 9382	
②	Burne Bureelle	Source 360	512 687 1479	
②	Chris Hudson	Watch Guard	904-625 5260	
④	MATINA Vourvopoulos	Sensus America	407 539 2183	
⑤	Brian McCarty	SHERUB	844-277 2387	
⑥	Bruce Serra	Netapp	954-707 1741	
⑦	Bissoondial	SHI int (NJ)	407 325 7351	
⑧	Michael Meakistur	Senworth	305 798 8377	
9	Neal Shiner	ARNSPAIN	561 833 9800	
10	Mark Griffin	Coban Tech	281 825 0488	
11	Nichol Leiker	Digital Ally	913 814 7779	
12	Mikeel Harbaugh	ATT	561-866-3996	
13	Mitch MDUAK	Motorola	954 789 8897	
14	Andy Dent	Motorola	954 289 3506	
15	Terred Wiseman	Vieville	988 285 4448	

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

### Part II DEFINITIONS/ORDER OF PRECEDENCE:

#### 2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

#### 2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### PART III BIDDING AND AWARD PROCEDURES:

#### 3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the

presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

**3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

**3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

**3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**3.19 BID PROTEST PROCEDURE:** ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:  
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

#### **PART IV BONDS AND INSURANCE**

**4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

**PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

## **5.22 PUBLIC RECORDS**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)**

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME**

**RELATIONSHIPS**

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

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

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**CONTRACT PAYMENT METHOD BY P-CARD**

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

\_\_\_\_\_ MasterCard

\_\_\_\_\_ Visa Card

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

### LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1) \_\_\_\_\_ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (2) \_\_\_\_\_ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (3) \_\_\_\_\_ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (6) \_\_\_\_\_ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.  
Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
NAME SIGNATURE DATE

**BID/PROPOSAL CERTIFICATION**

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): \_\_\_\_\_

Total Bid Discount (**section 1.05 of General Conditions**): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE \_\_\_\_\_ WBE \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDS SYNC you must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

## Question and Answers for Bid #766-11825 - Integrated Body Worn Cameras and Digital Evidence Management System

### Overall Bid Questions

#### Question 1

Is there any Grants being used to fund this project ? If so please give the details. (Submitted: Sep 28, 2016 9:09:28 AM EDT)

#### Answer

- The City of Fort Lauderdale was awarded \$600,000 by the U.S. Department of Justice via the FY16 Body-Worn Camera Policy and Implementation Program. (Answered: Oct 14, 2016 6:06:17 PM EDT)

#### Question 2

What are the training expectations for this RFP ? will it be vendor to officer ? Or train the trainer ? (Submitted: Sep 28, 2016 9:10:36 AM EDT)

#### Answer

- Vendors should quote Train-the-Trainer courses and identify any maximum student limits. Also include the length of the course in hours or days. (Answered: Oct 26, 2016 5:33:38 PM EDT)

#### Question 3

As technology is changing rapidly, and vendors are coming out with a new camera version almost every year, does the City wish to have camera upgrades as part of the on going maintenance? If so, what does the city wish the replacement cycle of cameras and associated transfer equipment to look like? (Submitted: Sep 29, 2016 6:46:10 PM EDT)

#### Answer

- Yes, the City does expect software and firmware upgrades to be included in the on-going maintenance costs. Obviously, the City can't mandate the frequency of vendor hardware releases and is not interested in paying annual maintenance for free hardware replacements that don't occur for extended periods of time. The vendors must look at their own technology roadmap pertaining to hardware versions and if this will be frequent they should include pricing options for it being covered in maintenance. The City appreciates maintenance options with vary levels of service that can be selected based on our funding capacity. (Answered: Oct 14, 2016 6:06:18 PM EDT)

#### Question 4

If the camera solutions requires a LTE/4G data plan to offload the video (i.e.: through a router or similar fashion), who is responsible for paying for the data plan? (Submitted: Sep 29, 2016 6:46:28 PM EDT)

#### Answer

- Vendors should include this as a separate re-occurring line item in their proposal costs. The City will consider if it is in its best interest to take responsibility for providing that service or leave it with the vendor. (Answered: Oct 14, 2016 6:06:18 PM EDT)

#### Question 5

Are proposers to submit the following deliverables for BOTH the technical and the separate sealed proposals? (for a total of 2 flashdrives and 8 hard copies)

\* one (1) Original Hard Copy (marked original)

\* Three (3) Additional Hard Copies

\* one (1) flashdrive copy (Submitted: Sep 29, 2016 6:50:37 PM EDT)

#### Answer

- We require the sealed bid package to include the following:

One (1) Hard Copy of proposal (original with no pricing info);

Three (3) Additional Hard copies(no pricing info);

One (1) flashdrive copy (no pricing info on this FlashDrive);

and One (1) separate sealed Envelope with Pricing info inside (clearly marked on the outside as Pricing). This envelope must be inside the bid package and shouldn't be sent separately. (Answered: Oct 14, 2016 6:06:18 PM EDT)

#### Question 6

So that we may provide an accurate project plan and timeline, please provide an estimated time-frame for the phased roll-out of up to 550 cameras. I.e., how many cameras per phase, how many locations per phase, how many phases, etc. (Submitted: Sep 29, 2016 6:53:31 PM EDT)

#### Answer

- - Proposals are due 10/28.
- Depending on the number of proposals received, the City anticipates starting the pilot program (Phase 2) by January 2017 with about 35 cameras.
- Based on an acceptable product successfully completing the pilot, full implementation would begin approximately January 2018.
- The quantity purchased will be dependent on vendor pricing, remaining available DOJ Grant funds and available City Funds. Total cameras purchased is expected to be approximately 500-550. (Answered: Oct 14, 2016 6:06:18 PM EDT)

**Question 7**

What is the percentage required for the bid bond? (Submitted: Oct 4, 2016 10:06:01 AM EDT)

**Answer**

- The bid bond will be fixed amount of \$30,000, please refer to solicitation, Section 1.3 for amended information. (Answered: Oct 18, 2016 11:10:06 AM EDT)

**Question 8**

The Proposer's solution shall be capable of "auto-tagging" or appending data elements related to a video by retrieving the data from the City's Computer Aided Dispatch, Records Management or other system. QUESTION: Is this to be on the device, in the car or in the back end software? What level of integration is expected? (Submitted: Oct 4, 2016 10:06:49 AM EDT)

**Answer**

- OPEN - This is up to the vendor to propose what can be done. (Preferred CAD event since RMS may not have data yet when video is uploaded?) (Answered: Oct 26, 2016 5:33:38 PM EDT)

**Question 9**

ESRI Mapping Solutions

QUESTION: What level of integration / performance is expected with this requirement? (Submitted: Oct 4, 2016 10:07:25 AM EDT)

**Answer**

- This is informative only, no integration required. (Answered: Oct 26, 2016 5:33:38 PM EDT)

**Question 10**

Has the city used / tested / evaluated any BWC solutions prior to the release of this request, if so, which systems have been tested?

Are they still currently in use?

Will vendors be required to assimilate existing BWC video into new solution?

If so, how much video will need to be migrated? (Submitted: Oct 4, 2016 10:09:10 AM EDT)

**Answer**

- The city has not used / tested/evaluated any BWC solutions, and no video will need to be assimilated. (Answered: Oct 26, 2016 5:33:38 PM EDT)

**Question 11**

During the Trial and Evaluation Period the Evaluation Committee will determine the quality of the proposer's products performance in the field and its technical performance to include integration into our environment. The FLPD may utilize surveys, focus groups and functional testing methods to assist in ranking up to top five (5) proposers. The Evaluation Committee will evaluate and make an initial ranking based on the evaluation criteria as listed in Section 5.1.5

QUESTION: Has this evaluation committee been formed already? If so, who makes up the evaluation committee? (example: IT dept, purchasing, x # of end users from each group who has tested each of the short listed pilot vendors, etc.) (Submitted: Oct 4, 2016 10:10:29 AM EDT)

**Answer**

- Police Dept, Procurement and IT (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 12**

The City is requesting Proposers to provide total cost of ownership for Phase III Deployment of Cameras, license, equipment and maintenance for a five year period.

QUESTION: Is initial proposal to include phase 1 35 unit and storage pricing only and a separate pricing sheet for phase 2 and 3 or total combined? (Submitted: Oct 4, 2016 10:12:24 AM EDT)

**Answer**

- Pricing must be included for Phase II and for Phase III (pricing must be in single sealed envelope) (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 13**

The City will explore two deployment methods. First, each officer is assigned their own camera. Second, employ a "pool" of cameras where officers will check out a camera at the start of the work period, then

check that camera back in at the conclusion. The City will be determining the deployment methods once the Proposer has been selected.

QUESTION: Based on these two methodologies, should vendors still provide pricing for a full 550 units whether assigned or pool use, or a reduced number of units that will be shared? (Submitted: Oct 4, 2016 10:13:21 AM EDT)

**Answer**

- This item relates to the implementation of phase 3. Pricing must be provided for 250 Pool devices and 550 Personally Assigned devices (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 14**

a. The issuing of camera devices must be seamless and simple. FLPD desires a device that would self-assign the officer based on the logged in user once the device is paired with the in-car computer or evidence management software component identified for officer use.

QUESTION: Based on this line item, the BWC device is to pair with an existing Laptop/MDC or other device for assigning the device? Can FLPD please elaborate on this requirement? (Submitted: Oct 4, 2016 10:15:14 AM EDT)

**Answer**

- This is more relevant to vendors that may provide dockable solutions. If the device is docked when the officer logs on to the management software, it will affiliate the user with the device he/she has been assigned for video viewing, uploading, etc. (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 15**

e. Permissions to video in the system should be role based as well as assignment based. FLPD is a large department and the viewing of video across divisions is only allowed for specific ranks or assignments. Security must be granular enough to effectively manage security on video access.

QUESTION: What is the connectivity at and between all divisions? (Submitted: Oct 4, 2016 10:16:11 AM EDT)

**Answer**

- The network currently has 1 GB link between the 3 floors at Police HQ, and 100 MB homeruns to the desktop. There is a 10 Mb link to each remote site.

Patrol vehicles have either 3G or 4G cellular modems.

In the near future the bandwidth will be increased to 10GB between floors at Police HQ, and will be increased to 25 MB from HQ to remote sites. (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 16**

a. All uploaded digital evidence should be accessible on authorized network devices, such as PCs, laptops, tablets and/or Android devices based on the user's security authorization level.

QUESTION: Is connectivity for viewing on these devices through secure VLAN/VPN or broadband connectivity? (Submitted: Oct 4, 2016 10:18:12 AM EDT)

**Answer**

- Yes (Answered: Oct 14, 2016 6:06:18 PM EDT)

**Question 17**

b. Agency software and data should reside on CJIS Compliant hosted cloud servers or FLPD local server(s) securely accessible by user/password authentication via the Internet, via FLPD LAN/WAN networks, and on workstations or laptops utilizing cellular provider air cards. Should back-up data routinely at intervals prescribed by FLPD.

QUESTION: This item references both cloud and on premise solutions, are vendors to quote both cloud and on premise if offered? If on premise will be considered, are vendors to quote server/storage hardware as well? Will FLPD consider a "hybrid" solution of both on premise and cloud to leverage the best of both technologies?

(Submitted: Oct 4, 2016 10:20:27 AM EDT)

**Answer**

- Preference is for a cloud based solution based on expected lower cost of ownership. However, vendors with hybrid or full premise based solutions must quote all costs as well as space and environmental requirements.

(Answered: Oct 14, 2016 6:06:18 PM EDT)

**Question 18**

d. The System must be accessible throughout the entire police department and satellite offices from any LAN/WAN connected PC or Wi-Fi/Cellular connected laptop/device. It shall be compatible with Windows 7 or later.

QUESTION: How do cellular devices connect back into the FLPD secure network? Are any applications such as NetMotion used in providing this connectivity? (Submitted: Oct 4, 2016 10:21:11 AM EDT)

**Answer**

- NetMotion (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 19**

e. The City would have one central repository for storage of all officer interaction video captured in the field, with the ability to add other multi-media files and additional video evidence from other sources.

QUESTION: Based on item 2.10 "B, this repository can be cloud based, on premise based or a combination of both, correct? (Submitted: Oct 4, 2016 10:31:46 AM EDT)

**Answer**

- Yes (Answered: Oct 14, 2016 6:06:18 PM EDT)

**Question 20**

What is the connectivity at and between all divisions, HQ and satellite offices? (LAN and Internet) (Submitted: Oct 4, 2016 10:32:46 AM EDT)

**Answer**

- The network currently has 1 GB link between the 3 floors at Police HQ, and 100 MB homeruns to the desktop.

There is a 10 Mb link to each remote site.

Patrol vehicles have either 3G or 4G cellular modems.

In the near future the bandwidth will be increased to 10GB between floors at Police HQ, and will be increased to 25 MB from HQ to remote sites. (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 21**

Can FLPD please provide a high level view/schematic of the existing infrastructure that is in place at HQ and substations? Are vendors to quote any switching, cabling, racks, UPS, servers/storage if needed? (Submitted: Oct 4, 2016 10:33:38 AM EDT)

**Answer**

- The network currently has 1 GB link between the 3 floors at Police HQ, and 100 MB homeruns to the desktop.

There is a 10 Mb link to each remote site.

Patrol vehicles have either 3G or 4G cellular modems.

In the near future the bandwidth will be increased to 10GB between floors at Police HQ, and will be increased to 25 MB from HQ to remote sites.

Vendors should provide costs for additional equipment, accessories or peripherals required to connect to the Police HQ network or in any way facilitate the use of their system. Examples: Access Points, antennas, racks, servers, storage, switches, routers, docking stations, UPS, etc.

The FLPD network can be used for transport, however the vendor must identify the network and wireless requirements and specifications if they plan to use FLPD network. FLPD does not have external wireless.

(Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 22**

f. The Proposer will identify and provide all required circuit(s) as part of the solution and cost proposals.

QUESTION: Is this in reference to telecom / internet connectivity circuits that may need to be upgraded to support this solution? Who is FLPD current provider? (Submitted: Oct 4, 2016 10:34:36 AM EDT)

**Answer**

- Question 21 describes the Police Department's current network environment. Vendors that require more bandwidth or alternative technologies must include those costs. (Example: Replacing/upgrading patrol vehicles 3G and 4G cellular modems) (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 23**

b. Describe your system's real-time failover plan in the event that the primary hosting facility fails or is not operational via the internet.

QUESTION: "Not operational via the internet", are the vendors being required to monitor and "own" the internet connectivity circuit for this solution or are vendors using existing FLPD circuits? If using existing, does each location have dual redundant connections to network / Internet? (Submitted: Oct 4, 2016 10:35:32 AM EDT)

**Answer**

- Vendors that utilize CJIS compliant cloud based storage facilities must describe their continuity of operations plan. Does the cloud site have redundant backup sites that allow a failover and restoration of service within a certain number of minutes/hours? Describe!

Vendors proposing premise based systems should describe their continuity of operations plan should the Police Headquarters lose connectivity to both of its redundant internet circuits. Do officers return to HQ and upload video via Wi-Fi or docking stations, etc? Describe! (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 24**

What are the Disaster Recovery requirements for the On Premise solution offerings? (Submitted: Oct 4, 2016 10:40:48 AM EDT)

**Answer**

- On premise solutions must be designed for high availability. 99.9% uptime was described during the phone question period. This can be accomplished seamlessly and efficiently via redundant hardware, fault tolerant or other solutions. Describe! (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 25**

e. FLPD will not pay annual maintenance or support fees in advance of services being provided. Maintenance

and support should be provided to FLPD at no change for a period of one (1) year after Final Acceptance by FLPD.  
 QUESTION: Can FLPD please clarify, is the request that the first year maintenance / support be included or invoiced in year two? (Submitted: Oct 4, 2016 10:41:28 AM EDT)

**Answer**

- First year of maintenance and support should be included. (Please include pricing for years, 2 thru 5). (Answered: Oct 18, 2016 11:10:06 AM EDT)

**Question 26**

GS-1 The Digital Evidence management system shall leverage the FLPD's Microsoft Active Directory (AD) for managing system security access and User authentication login/logoff.

QUESTION: For a cloud based system, is it correct that FLPD wants the cloud login credentials to use AD integration? (Submitted: Oct 4, 2016 10:43:30 AM EDT)

**Answer**

- Yes (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 27**

GS-4: IPX2 rating

Question: If a vendors device exceeds this requirement, will they be ranked higher than those only meeting the minimum? (Submitted: Oct 4, 2016 10:52:07 AM EDT)

**Answer**

- No (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 28**

GS-7 Battery shall have a minimum recording time of 6 hours.

Question: At which resolution? 640x480, 720p, 1080p or 4k? (Submitted: Oct 4, 2016 10:57:19 AM EDT)

**Answer**

- 1080P based on the question it is presumed that the lower resolutions would have higher battery life. It must also be noted that recording time is different than on, active or running time. FLPD staffs officers normally on 8hr AND 10hr shifts. 12hr shifts may be considered in the future. (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 29**

GS-28 Shall have the ability to upload to backend archivers via WiFi.

Question: Can FLPD please clarify, is this line item requiring the BWC camera to directly upload to storage via Wifi on the device? (Submitted: Oct 4, 2016 10:59:31 AM EDT)

**Answer**

- Clarification: High speed Wireless (cell, wi-fi, etc) uploading of video/audio/media is preferred. High Speed Docking solutions will also be considered as this is an acceptable backup to wireless. (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 30**

GS-29 "Shall have automated triggers to activate recordings using WiFi and/or Bluetooth. Examples:

- Emergency Light
- Vehicle Impact
- Firearm withdrawal from holster
- Vehicle Speed Threshold"

Question: Can FLPD please clarify, this line item is requiring the BWC activation with VEHICLE crash sensor and Speed? Are all vehicles equipped with crash sensors currently? If so, what type? Also, what make and model holster is being used? (Submitted: Oct 4, 2016 11:03:02 AM EDT)

**Answer**

- Clarification: Preference is given to vendors with automated trigger capabilities. The items listed are examples. Vendors can respond yes to each they support and add any additional triggers. If a trigger is not standard for the vendor, pricing shall be included.  
 We are not mandating the connectivity method to leave flexibility to vendors to select solutions that integrate most reliably with their device/technology. Ex. Bluetooth, direct connect via vehicle manufacturers computer access port, etc. Will prepare a list of holster (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 31**

GS-3 Shall allow officers to review video while in the field and allow video tagging (appending incident details) on the camera device and via a computer device.

Question: Does this mean that the video must be reviewable ON the camera itself? (Submitted: Oct 4, 2016 1:54:52 PM EDT)

**Answer**

- This is preferred but not required as some vendors utilize secondary portable devices to view and annotate and others perform this via laptop. (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 32**

With regard to P-Cards being used for payment, please disclose what the merchant fees are for using this form of payment. Typically merchant fees range from 1-5% of the total transaction, thus impacting the ability of the vendor to deliver best value. If you find this to be the case, would the City be willing to use a different method for payment such as EFT? (Submitted: Oct 4, 2016 5:25:21 PM EDT)

**Answer**

- Proposer must accept P-cards. City will not pay extra for P-card transactions. Proposer must include any fees in the pricing. (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 33**

Section 1.3 Bid Bonds: Is this a requirement of this RFQ? (Submitted: Oct 5, 2016 11:19:45 AM EDT)

**Answer**

- Yes, bid bond is a requirement, please see Section 1.3 (Answered: Oct 18, 2016 11:10:06 AM EDT)

**Question 34**

Please clarify if there a Minority/Women (M/WBE) goal for this RFQ? (Submitted: Oct 5, 2016 12:24:01 PM EDT)

**Answer**

- City does not specify a goal for M/WBE, but we encourage qualified companies to submit necessary paperwork. (Answered: Oct 18, 2016 11:10:06 AM EDT)

**Question 35**

4.2.8 (g): What is required to perform work in Florida? (Submitted: Oct 5, 2016 12:50:07 PM EDT)

**Answer**

- Company must be registered with Division of Corporations (of Florida Department of State) [www.Sunbiz.org](http://www.Sunbiz.org) (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 36**

In regards to submittal requirements and the 50 page (double sided) limit, please provide clarification if plans, such as the disaster recovery plan and training plan, are required as deliverables to the project or a part of the response? (Submitted: Oct 6, 2016 9:49:12 AM EDT)

**Answer**

- High level or summary of the plans should be included in the response. Detailed versions custom to this implementation will be deliverables for vendors selected to participate in phase 2 for the Pilot of 35 cameras. (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 37**

In regards to submittal requirements and the 50 page (double sided) limit, please provide clarification in regards to submitting agreements, such as the licensing and maintenance agreements, as a part of the response. (Submitted: Oct 6, 2016 9:50:58 AM EDT)

**Answer**

- Licensing and maintenance agreements are not count as part of the response (and may not be even required at the first Phase of the project). (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 38**

CA-5 Ability to integrate secondary prisoner transport camera.

Question: Is this requirement requesting the integration with an existing in car video system or is FLPD looking for ICV system as well? (Submitted: Oct 6, 2016 3:21:24 PM EDT)

**Answer**

- Yes, describe your companies solution. Primary camera on the officer and optionally a secondary camera in the prisoner area of the vehicle. If your system does not support this, state not available. (Answered: Oct 14, 2016 6:06:18 PM EDT)

**Question 39**

What is the expected delivery/deployment date for the initial 35? (Submitted: Oct 7, 2016 12:33:40 PM EDT)

**Answer**

- Anticipated Phase 2 "Pilot" starting in January. (Answered: Oct 14, 2016 6:06:18 PM EDT)

**Question 40**

3. In order to estimate storage, we need some details or assumptions from the City. Please provide as much of the following details as possible. If exact numbers aren't know, please provide a baseline for vendors to use so that our estimates are consistent.

• How many patrol shifts does the Department have per day?

• On average, how many officers / cameras are there per shift?

• How much video does the Department expect to record per shift?

• What are the Department's video retention policies? How long is non-evidentiary / evidentiary video kept

in active storage? How long is it kept in archive storage?

â€¢ How many separate locations will be used for video upload?

â€¢ What connectivity / bandwidth is available between each satellite location and the central location? (Submitted: Oct 10, 2016 4:00:34 PM EDT)

**Answer**

- The network currently has 1 GB link between the 3 floors at Police HQ, and 100 MB homeruns to the desktop. There is a 10 Mb link to each remote site.

Patrol vehicles have either 3G or 4G cellular modems.

In the near future the bandwidth will be increased to 10GB between floors at Police HQ, and will be increased to 25 MB from HQ to remote sites. (Answered: Oct 14, 2016 6:06:17 PM EDT)

**Question 41**

1) Please confirm that Documents: Non Collusion Statement, Local Preference Certification, Contractor Payment by P-Card Form, Bid Proposal Certification Page 4-15-15, and General Terms & Conditions Form Rev 9-2016 have been removed from the RFP as part of Addendum #1 and will not be required for submittal with bid proposals.

2) In regards to the Bid Bonds requirement in Section 1.3, page 1 of the RFP, what is the amount of the bid bond that is required?

3) Section II â€” Scope of Services, â€”2.8 Deployment Options and General Operating Proceduresâ€” , part f. states: â€”Automatic retention periods are set based on the classification of the video.â€” Can the City provide a list of each retention period for each classification of video?

4) Are there any various intervals to the retention policy (for example: 90 day, 1 year, 5 years, etc.)?

5) How much video daily fits into each of the categories above?

6) How many Police Department locations will receive body cameras during the 500 body camera deployment?

7) How many Police Departments will require a server to provide data storage during the 500 body camera deployment?

8) Will any existing Department servers on-site be utilized for body camera data storage during the Pilot Program or during the 500 body camera deployment?

9) If yes to the previous question, how much total storage at all upload locations will be set aside and reserved for body camera data?

10) How many Officer shifts per day does each Police Department have?

11) On average, how many Officers will be wearing body cameras during each shift at each location?

12) Approximately how many hours of body camera video do you estimate an will Officer record per day during a shift? (If this is unknown, is it reasonable to assume that an average of 1 hour of video will be recorded for every 4 hours of shift time?) (Submitted: Oct 10, 2016 4:55:51 PM EDT)

**Answer**

- 1) The documents were removed, due to system error and were re-inserted in later addendum.

2) The Bid Bond is \$30,000, for more details please refer to amended section 1.3

3) The below excerpt is from the FLPD Body Worn Camera Pilot Program Policy page 7. The department made approximately 7800 arrests in 2015. Refer to Section F of this policy for the full explanation:

"5. All BWC recordings capturing an arrest, response to resistance, or citizen contact shall be retained for a minimum of fifty-four (54) months. All other BWC recordings shall be retained for a minimum of one (1) year.

a. However, the timeframes described above do not reduce the retention schedules described in the General Records Retention Schedules established by the Florida Department of State and instructions from the City Attorney or designee."

4) The below excerpt is from the FLPD Body Worn Camera Pilot Program Policy page 7. The department made approximately 7800 arrests in 2015. Refer to Section F of this policy for the full explanation:

"5. All BWC recordings capturing an arrest, response to resistance, or citizen contact shall be retained for a minimum of fifty-four (54) months. All other BWC recordings shall be retained for a minimum of one (1) year.

a. However, the timeframes described above do not reduce the retention schedules described in the General Records Retention Schedules established by the Florida Department of State and instructions from the City Attorney or designee."

5) Unknown at this time, vendor should document assumptions in their response.

- 6) During the pilot phase it is anticipated that officers will work primarily from the Headquarters facility. During full implementation there may be 10 to 20 locations that officers may work from. The locations should be capable of uploading and accessing the video management system.
- 7) There will only be one Police department. The vendor is expected to provide data storage.
- 8) No. The vendor is expected to provide data storage.
- 9) No. The vendor is expected to provide data storage.
- 10) The FLPD currently operates 3 shifts daily. 2 shifts are 8 hours each and the midnight shift is 10 hours in duration.
- 11) The pilot phase is voluntary, therefore it is not known at this time. Upon full implementation the distribution by shift may be similar to the below approximate numbers:  
Day Shift=281  
Evening Shift=141  
Night= 78
- 12) Unknown at this time, however other agency experiences may be closer to a range of 2 to 4 hours of recordings for an 8 hour shift. Vendors should document assumptions in their response. (Answered: Oct 26, 2016 5:33:38 PM EDT)