

Solicitation RFP-00168

Body Worn Camera and Video Management Solution

designation: Public



Miami-Dade County

RFP-00168

Body Worn Camera and Video Management Solution

Number **RFP-00168**
 Title **Body Worn Camera and Video Management Solution**

Start Date **Jun 3, 2015 5:39:59 PM EDT**
 End Date **Jul 7, 2015 6:00:00 PM EDT**
 Question &
 Answer End Date **Jun 19, 2015 6:00:00 PM EDT**

Contact **Santiago Pastoriza**
305-375-4552
spastor@miamidade.gov

Contract Duration **5 years**
 Contract Renewal **5 annual renewals**
 Prices Good for **Not Applicable**

Comments Miami-Dade County, hereinafter referred to as the "County", as represented by the Miami-Dade Police Department, is soliciting proposals from qualified firms to provide a turnkey, cloud based Body Worn Camera and Video Management Solution (Solution) that shall be able to capture video from a law enforcement officer's perspective and store the recorded video to a secure hosted website.

Proposers shall be required to provide all body worn cameras, associated video management software, hosted storage of body-worn video, configuration, implementation, training services, and ongoing maintenance support services. The successful Proposer will be required to install, configure, implement, and train staff on the use of the body worn camera and video management solution and provide maintenance and technical support services throughout the resultant contract term.

The County anticipates awarding a contract for an initial five year period, with three five-year options to renew at the County's sole discretion.

Item Response Form

Item **RFP-00168--01-01 - Pricing Shall be Provided on Form B-1**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Miami-Dade County**
No Location Specified
 na
 na
 na FL 33128
Qty 1

Description

Pricing shall be provided on Form B-1



**REQUEST FOR PROPOSALS (RFP) No. RFP-00168
FOR A
BODY WORN CAMERAS AND VIDEO MANAGEMENT SOLUTION**

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for the
Miami-Dade Police Department

COUNTY CONTACT FOR THIS SOLICITATION:

Santiago Pastoriza, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-1084
E-mail: spastor@miamidade.gov

PROPOSAL RESPONSES DUE:

July 7, 2015 @ 6:00PM

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the "County", as represented by the Miami-Dade Police Department, is soliciting proposals from qualified firms to provide a turnkey, cloud based Body Worn Camera and Video Management Solution (Solution) that shall be able to capture video from a law enforcement officer's perspective and store the recorded video to a secure hosted website.

Proposers shall be required to provide all body worn cameras, associated video management software, hosted storage of body-worn video, configuration, implementation, training services, and ongoing maintenance support services. The successful Proposer will be required to install, configure, implement, and train staff on the use of the body worn camera and video management solution and provide maintenance and technical support services throughout the resultant contract term.

The County anticipates awarding a contract for an initial five year period, with three five-year options to renew at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	Wednesday, June 03, 2015
Pre-Proposal Question Period:	June 19, 2015 at 6:00 PM
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	Anticipated to begin the week of July 13, 2015
Projected Award Date:	November 2015

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
7. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
9. The words "Should", "Will", "Can" to mean desirable features, but not mandatory requirements.
10. The word "BWC" to mean Body Worn Camera devices.
11. The word "VMS" to mean Video Management Solution.
12. The word "MDPD" to mean the Miami-Dade Police Department.
13. The word "Solution" to mean Body Worn Camera and Video Management Storage Solution.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;

- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Cone of Silence shall not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations, public presentations made to the Board of County Commissioners during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP, RFQ or bid documents. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Communication with Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Selection Committee members or the Selection Committee as a whole are expressly prohibited. Any oral communications with Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

1.6 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.7 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.8 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES

2.1 Introduction

Miami-Dade County, hereinafter referred to as the "County", as represented by the Miami-Dade Police Department (MDPD), is soliciting proposals from fully-qualified vendors to provide a commercially available, turnkey, cloud based Body Worn Camera (BWC) and Video Management Solution (VMS) that shall be able to capture video from a law enforcement officer's perspective and store the recorded video to a secure hosted website, or secure local storage solution. The body-worn digital cameras will be used throughout the County by MDPD officers and supervisors.

Proposers shall be required to provide all body worn camera devices, cables, and components along with the associated video storage management software. Proposer's body worn camera and video management storage solution should be full and complete and include, but not be limited to, all necessary software, hardware, peripherals and associated cabling and devices. The body worn camera and video management storage solution shall be scalable, flexible, and capable of providing live feed capabilities. The successful Proposer will be required to install, configure, implement, and train staff on the use of the body worn camera and video management storage solution and provide maintenance and technical support services throughout the resultant contract term.

2.2 Background

MDPD is charged with the safety of over 2.5 million residents who reside within Miami-Dade County. MDPD is responsible for promoting a safe and secure environment, with officers who are committed to high performance standards, ethical conduct, and a professional level of service that is fair to all. Currently, MDPD does not utilize BWC devices.

Implementation of the proposed BWC and associated video management storage solution will benefit the agency by allowing officers to record various situations to include but not limited to, traffic stops, sobriety tests, and interviews. It is anticipated that through the resultant term contract, MDPD will require over fifteen hundred (1,500) BWC devices for officers and supervisors use. The proposed body worn camera and video management storage solution must be capable of supporting MDPD's current needs as well as be capable of accommodating future growth.

2.3 BWC Program Requirements

The County desires a turn-key BWC that includes all hardware, software, incidentals and any other goods or services required to meet the following. The County anticipates initially purchasing 500 BWC, with two options, each to include up to 500 BWC at a later time. However, this is an estimate, and the County may increase or decrease BWC's as needed. The initial purchase will be deployed in phases according to the number of personnel assigned to the chosen District station(s).

2.4 Minimum BWC Hardware Requirements

The selected Proposer must meet or exceed the following minimum required specifications for the BWC hardware:

- a) Field of view: The BWC unit must have a view of at least 70° with a maximum view of 120° (120° is the maximum allowed before warping or bending of the video image occurs).
- b) Multiple mounting options: The BWC should have multiple mounting options to accommodate varying field situations (i.e. lapel, shoulder, ear, eyeglasses, and cap). A head mountable camera is desired, but MDPD is willing to consider other mounting options as long as it does not block the field of view. The view must not be obstructed when an officer has their firearm out and in the ready position.
- c) Pre-event buffer: BWC must capture at least thirty (30) seconds of video (no audio) prior to officer initiating the recording.
- d) Visual indicator: BWC must have a lighted indicator that shows current operating mode and battery level. Any illuminated controls or indicators should have a user option which allows them to be extinguished during a tactical/darkness situation.
- e) Rechargeable battery life: BWC battery must have a minimum of twelve (12) hours of standby time.
- f) Recording time: BWC must record for a minimum of 4 hours per activation to allow for lengthy interviews and investigations.
- g) Internal Storage: BWC must have a minimum of 8GB of internal storage memory and store at a minimum 4 hours of video on the device.
- h) Recording speed: BWC frame rate must be no less than thirty (30) frames per second.

- i) Night Mode: MDPD prefers low light capability equal to 1 lux. Cameras offering night vision enhancement will not be accepted unless the user has the option to disable it. The goal is to have a camera that closely matches the capability of the human eye.
- j) Video safeguards: Users must not be able to delete or edit video on the camera.
- k) Video resolution: BWC must have a minimum of 640 x 480.
- l) On-scene viewing: BWC must have the ability to view video on scene (in the field).
- m) Configurable A/V settings: Bit rate (multiple settings to optimize file size and upload speed). Audio – on/off. Audio and video should conform to MPEG 1-4 standards.
- n) Upload and charging: Battery charging and docking for file transfer is required to be a concurrent process and this process must be able to be supported simultaneously for a minimum of 250 BWC's.

2.5 Minimum VMS Requirements

The selected Proposer must meet or exceed the following minimum required specifications for the proposed VMS:

- a) Solution shall be a cloud-based data storage solution with the capability of organizing/managing incidents and be accessible via the Internet to multiple users simultaneously.
- b) Solution must be web based and not require installation onto user's computers.
- c) Solution must be scalable and flexible to handle changing needs of the County.
- d) Solution shall provide enhanced user authentication with a unique username and password.
- e) Solution shall allow for authorized users to be established based on various roles and permissions by the System Administrator.
- f) Solution shall provide an automated method of transfer to move files from the BWC to storage system such as drop in docking station or wireless upload.
- g) Solution shall provide for remote viewing of the stored video for non-technical MDPD staff as well as others based on the permissions granted by the System Administrator.
- h) Authorized users should be able to search by name, date, event, device, case/incident number; as well as categorize, add case numbers, notes, etc. to each file within the Solution.
- i) Authority to access stored video shall be hierarchical in nature with a log/audit trail illustrating users who have viewed and copied video to an external source (i.e. DVD / long term storage)
- j) Solution software must allow officers to link and attach metadata to recordings file prior to uploading.
- k) Solution must provide encryption in storage and transport, and provide security back-up of all data.
- l) Solution must have controlled access to evidence with pre-defined roles and permissions, predefined individuals and passwords.
- m) Administrative rights to server containing evidence must be restricted to authorized County personnel only.
- n) Solution must securely store all videos and recordings in a way that only County authorized users and users authorized by MDPD can view.
- o) Solution must have the ability to grant access to specific files to specific persons for a specific time period.
- p) Solution must have the ability to share files internally and externally via secure links over the internet.
- q) Solution must have the ability to set variable retention rules per MDPD preferences.
- r) Solution should support all major digital file types. No proprietary file formats will be accepted.
- s) Solution must have the ability to set time tables for automatic deletion of files with notifications prior to deletion.
- t) Solution must have the ability to allow redacting of files to include deleting certain portions of file (video or audio) and blurring out particular images within a video.
- u) Solution must have the ability to preserve the raw file without editing.
- v) Solution must have security features that assured digital evidence will meet all standards for reliability in court.
- w) Solution must have a two tier storage capability for active video and long term storage needs.
- x) Solution should be redundantly backed-up. Proposers are to provide information on the firm's co-location strategy and disaster recovery and fully detail current procedures within the Proposal Submission Package.

2.6 Active and Long Term Video Storage Requirements

- a) Solution storage must have the ability to download video for at least 250 camera units simultaneously.
- b) Authorized users should be able to search by name, date, event, device, case/incident number, as well as categorize, add case numbers, notes, etc. to each file within the Solution.
- c) Solution must maintain and be able to export audit trail along with video.

- d) Solution must allow for the video to be exported in an industry standard file format. (i.e. AVI, MPEG, MP4).
- e) Video storage must support a backend IP, externally hosted, based retrieval system available to multiple users. .
- f) Storage solution must comply with law enforcement Criminal Justice Information Services (CJIS) data protection and transport (i.e. SSL) standards. No external initiated connections will be allowed.
- g) Data storage must be co-located and have an established Disaster Recovery (DR) solution to ensure Solution reliability.
- h) Upon request, the selected Proposer shall provide all data in an indexed and searchable format on an external hard drive to MDPD.
- i) Solution must allow the System Administrator to control the length of retention of videos.
- j) Storage capacity shall be based on a loose estimate of 32,000 hours of recorded video per year.
- k) Recordings from body camera must be retained for at least 90 days per pending State of Florida legislation.

2.7 Solution Security Requirements

The proposed Solution, at a minimum, shall provide the following Security protocols:

- a) Provide the ability for each user to be uniquely identified by ID.
- b) Provide basic authentication through use of complex passwords.
- c) Provide the ability to enforce password expiration.
- d) Provide the ability to require automatic password expirations when initially assigned or reset.
- e) Provide ability to configure password parameters such as password lengths, user access to expiration settings and other behaviors, enabling alphanumeric characters, etc.
- f) Provide the ability to encrypt transmitted data and authentication information over internal and external networks.
- g) Provide support for Secure Socket Layer (SSL) 128 bit and 256 bit encryption.
- h) Provide a password database encrypted in storage.
- i) Provide ability to protect audit logs from unauthorized access.
- j) Provide ability to log activities performed by specific user ID and IP address and to time-date stamp all activities.
- k) Provide ability to identify and log all subsequent access points to ensure accountability is maintained throughout session.
- l) Provide ability to limit concurrent sessions.
- m) Provide ability to log changes to administrative functions.
- n) Provide ability to automatically archive audit logs.
- o) Provide ability to set an unsuccessful access attempt limit and suspend IDs after reaching the unsuccessful access threshold.
- p) Provide ability to send alerts to administrators for unauthorized access attempts.
- q) Enable automatic logoff of ID after a defined period of session inactivity, and perform subsequent re-log-on password authentication.
- r) Provide ability to lock out user or group ID by date or time.
- s) Provide centralized administration, user authorization, registration and termination.

2.8 BWC Extended Warranty Requirements

Proposals shall include one year full warranty and support on all items with each device purchased. Extended warranty shall be offered for all devices upon the expiration of the included 1-year warranty. Proposal submissions shall specify costs for each BWC extended warranty for support and maintenance on all items.

Proposers must provide a detailed description of the maintenance services that are available once the one-year warranty has expired. All shipping/transportation costs, parts, and labor costs shall be included in the initial warranty coverage and on-going extended warranty coverage. Repair and/or replacement shall be provided at no charge during the warranty period for parts with manufacturing defects.

2.9 Hosting, Software Maintenance, and Technical Support Services

The proposed Solution must be of the most recent release and the selected Proposer shall provide all hosting, software maintenance, and technical support services for the proposed Solution throughout the term of the contract.

A. Hosting and Software Maintenance Services

Hosting and software maintenance services, at a minimum, shall include updates and upgrades to the Solution, including corrections of any substantial defects, fixes of any minor bugs, and fixes due to any conflicts with mandatory operating system security patches as well as upgrades to new version releases. Selected Proposer shall be responsible for ensuring system

availability and a minimum uptime of 99%. Non-production environments, such as testing and staging shall also be covered as well as backward compatibility with the deployed BWC devices.

B. Technical Support Services

The selected Proposer must have technical support services available, on a toll free basis, 24 hours a day, 7 days a week, during the entire contract period with a one hour (60 minutes) or less response time to problems, with a clearly defined priority escalation process. The selected Proposer shall also provide on-site technical support when required. This on-site support may be requested when it is determined the problem cannot be corrected by telephone support. Proposers shall include description in the proposal response outlining the support services offered and any limitations thereof.

The County’s preferred escalation process is outlined below:

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=Critical	A major component of the System is in a non-responsive state and severely affects Users’ productivity or operations. A high impact problem which affects the Users.	One (1) Hour	Four (4) Hours	One (1) Hour
2=Urgent	Any component failure or loss of functionality not covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.	Two (2) Hours	Eight (8) Hours	Two (2) Hours
3=Important	Lesser issues, questions, or items that minimally impact the work flow or require a work around.	4 hours	Seventy two (72) Hours	Four (4) Hours
4=Minor	Issues, questions, or items that don’t impact the work flow. Issues that can easily be scheduled such as an upgrade or patch.	24 hours	One (1) Month for an acceptable work around until final resolution	Weekly Status Call

2.10 BWC On-site Inventory

The selected Proposer shall provide the County, at no additional cost, with an inventory of spare equipment, devices, and accessories.

- a) Quantity supplied will be equal to 10% of active units deployed by MDPD.
- b) Stock will be available to MDPD at all times.
- c) Selected Proposer will have three (3) working days to replenish requested stock upon notification of the County.
- d) All units will be maintained by MDPD for use as immediate replacements, when needed.
- e) Spare stock cannot be refurbished.
- f) Selected Proposer will maintain the equipment spares in good condition and arrange for a three (3) day replacement when necessary.
- g) Equipment stock to include BWC’s, and other pertinent accessories.
- h) MDPD will be responsible for providing immediate substitutions to participants from the stockpile.
- i) Request for expedited delivery will be accommodated at the expense of MDPD on an as needed, when needed basis.

2.11 Equipment Shall Be Most Recent Model Available

The equipment being offered by the selected Proposer shall be the most recent model available. Any optional components which are required in accordance with the device specifications shall be considered standard equipment for purposes of this solicitation. BWC

device offerings shall be for new equipment only. Newly manufactured devices containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly re-manufactured, used; shopworn, demonstrator or prototype equipment is not acceptable and will be rejected.

2.12 Lost, Damaged, or Stolen Equipment

The selected Proposer will be responsible for 20% of lost, damaged, or stolen equipment per calendar year for all active devices deployed. All other equipment lost, damaged, or stolen above the 20% will be paid at the expense of the County.

2.13 Services to be Provided

The selected Proposer must provide a detailed explanation and implementation timeline with their proposal response that addresses the firm's ability for immediate contract startup. The explanation must demonstrate that adequate equipment will be available at the time of the resultant contract award to accommodate the service level expectation of MDPD. Proposers shall include the following information at a minimum in their proposal response:

- Provide implementation schedule and delivery dates listing all equipment, devices, and services requested in the Scope of services.
- Identify the technical support and assistance that will include, but not be limited to the following; devices worn by police personnel, docking/charging stations, networking equipment, WAN/LAN connectivity, system software, system upgrades and video retrieval software and procedures.

Although it is anticipated that approximately fifteen hundred (1,500) BWC's may be required in the resultant contract term, Proposers are advised that these are estimated quantities and not a guarantee. It is anticipated that the deployment of the new BWC equipment will occur after training is completed with MDPD staff. The selected Proposer will be required to assist MDPD staff to complete the deployment and be available to assist with any equipment or system issues.

2.14 Training Services

The selected Proposer shall provide system administration, power users, officers, diagnostic repair, and maintenance training to designated MDPD staff. It is anticipated that the following staff shall be trained:

- 15 – System Administrators
- 60- Train the Trainers
- 1,500 – Officers (to be trained in phases)
- 100 – Command Staff

Training shall be conducted on-site at a designated location provided by MDPD and be coordinated with approved dates/time by the authorized MDPD project manager. The selected Proposer shall supply an electronic copy of all training materials to MDPD. Additional training shall be made available via on-line videos or other resources on an ongoing basis throughout the term of the contract awarded as a result of this solicitation. Proposers should provide a detailed description of the training services to be provided in Item No. 24 of the Proposer Information Section.

2.15 Emergency Response

The selected Proposer shall be required to provide MDPD with BWC devices upon the declaration of an emergency. These devices will be used for deployment during natural disasters and/or periods of emergency, as declared by State and local emergency preparedness agencies. The selected Proposer shall provide, at no additional cost, active BWC's upon written County request within 48 hours of such request. The devices provided hereunder shall be returned to the vendor at termination of the emergency period in good working condition, ordinary wear and tear accepted. Lost or damaged devices shall be billed to the County, at full replacement value, established at the time of delivery.

The County reserves the right to extend this provision to cover other major county events and special needs, such as for County-wide elections or Convention events where there are expressed Public Safety considerations.

Proposers should provide a detailed description on how these requirements will be met in Item No. 25 of the Proposer Information Section.

2.16 Software Escrow

The selected Proposer shall be required to enter into a software escrow agreement with a licensed third party agent to house the source code associated with the proposed VMS at the time of Final System Acceptance. Proposers should provide a detailed description of escrow services and a copy of an existing sample escrow agreement as part of the Proposal Submission Package. Software escrow shall be provided by the selected Proposer. Pricing for software escrow fees shall be listed on the Form B-1 Price Schedule and will be paid to the selected Proposer. No third party invoicing shall be allowed.

2.17 Response to Public Records Request

At the request to the County, the selected Proposer shall collect data, videos and other records in the selected Proposer’s Body Worn Camera and Video Management Storage Solution that are responsive to public records requests directed to the County pursuant to Florida Statutes Chapter 119. In collecting public records on behalf of and at the request of the County, the selected Proposer shall comply with all the requirements set forth in Florida law including those set forth in Florida Statutes Chapter 119. The selected Proposer shall not charge the County for its services in complying with the public records requests in excess of the costs the County may charge to members of the public under Florida Statutes Chapter 119 for such services. The selected Proposer shall submit the records it has collected to the County and the County retains the sole right and discretion of determining what records shall be produced in response to public records request directed to the County.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Technical Criteria	Points
Solution Requirements: Proposer’s capability to meet the functional and technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer’s understanding of the County’s needs described in this Solicitation including but not limited to:	
A) BWC Device Requirements	35
B) Video Management Solution	
C) Video Storage (Active/Long Term)	
D) Solution Security Requirements	

Proposer's approach and methodology to providing the services requested in this Solicitation including Solution usability, configuration, implementation, training, maintenance and technical support services.	35
Proposer's relevant experience and qualifications including key personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	15
Proposed timeline for complete Solution implementation, including completion of all customization, configuration, integration, testing, and final system acceptance.	5
<u>Price Criteria</u>	
Proposed price will be evaluated based on the solution proposed and overall best value to the County.	<u>10</u>
Total Points Per Evaluation/Selection Committee Member:	100

4.3 Oral Presentations

Upon completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – “Lobbyist Registration for Oral Presentation” regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

4.5 Local Certified Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. “Local Certified Veteran Business Enterprise” is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A Local Certified VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal.

If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submittal form.

4.6 Price Evaluation

The price proposal will be evaluated subjectively, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Evaluation/Selection Committee non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Demonstration Testing

The County, at its sole discretion, may elect to conduct demonstration testing with the Proposer(s) recommended for negotiations to evaluate whether the highest ranked Proposer(s) Solution can meet the specifications herein including technical support services. The selected Proposer will be required to ship a minimum of ten (10) cameras to MDPD for testing. MDPD will have an opportunity to test the proposed body worn cameras and video management solution for a minimum of fourteen (14) days. All shipping, handling, and insurance costs will be the responsibility of the Proposer. If after demonstration testing, the County at its sole discretion concludes that the Solution does not meet the specifications herein the County reserves the right to terminate negotiations and may at the County Mayor's or designee's discretion begin negotiations and testing with the next highest ranked Proposer.

During the testing period, the County will evaluate the proposed body worn cameras and video management solution in static and fluid environments based on the following:

- a) Ease of camera use.
- b) Camera functionality, operation of the camera, video quality.
- c) Camera sturdiness, security of attachment.
- d) Video download capability.
- e) Ease of access to recorded video.
- f) Ease of use of the Video Management Solution.
- g) Data distribution capability.
- h) Account administration.
- i) Quality of access and storage rights.
- j) Technical support.

4.9 Negotiations

The County may award a contract on the basis of initial Proposals received. Therefore, each initial Proposal should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

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

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.10 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.11 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. The Vendor Registration Package, including all affidavits can be completed online at <http://www.miamidade.gov/procurement/vendor-registration.asp>. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Proposal Submission Package
Form B-1 Price Proposal
Draft Form of Agreement



**PROPOSAL SUBMISSION PACKAGE
REQUEST FOR PROPOSALS (RFP) No. RFP-00168
BODY WORN CAMERAS AND VIDEO MANAGEMENT SOLUTION**

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

1. Proposal Submittal Form, Cover Page of Proposal

Complete and sign the Proposal Submittal Form (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete following the requirements therein.

Note: The Proposer Information document is available in Word and is included in the Solicitation attachments.

3. Affidavits/Acknowledgements

Complete and sign the following:

Lobbyist Registration for Oral Presentation
Fair Subcontracting Practices
Subcontractor/Supplier Listing
Contractor Due Diligence Affidavit

4. Form B-1, Price Proposal Schedule

Complete following the requirements therein.

Please refer to the front cover of this Solicitation for electronic submission instructions.

PROPOSER INFORMATION

TABLE OF CONTENTS

The table of contents should outline in sequential order the major areas of the proposal. Proposers should carefully follow the order and instructions outlined below. All pages of the proposal, including enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

Minimum Qualification Requirement

The minimum qualification requirement for this Solicitation is as follows:

Proposers shall have a minimum of two years' experience in delivering and/or maintaining a body worn camera and video management solution in a minimum of three law enforcement agencies including a deployment of at least 250 active BWC devices and video management storage solution. Proposers are required to submit with their proposal response the following information:

Name of the Law Enforcement Agency
 Name of the Contact Person
 Contact Person's Phone Number
 Contact Person's E-mail Address
 Value of Contract
 Number of years working with Law Enforcement Agency
 Type of BWC Devices Utilized and Number in Use
 Video Storage / Management System Provided

Proposer's Experience and Past Performance

1. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Additionally, please provide a listing of all major law enforcement agency clients currently engaged in business with your firm pertaining to body-worn digital camera systems.
2. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County). In addition, please describe any current projects your firm is working on, as well as the approximate cost of the projects, and estimated completion dates.
3. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

Key Personnel and Subcontractors Performing Services

4. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel and their relevant experience on previous similar projects. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
5. List the names and company information of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
6. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

PROPOSED SOLUTION FUNCTIONALITY/APPROACH TO PROVIDING THE SERVICES

7. Provide a detailed description of the proposed BWC devices and Solution. Please include the functionality of each BWC and how the proposed Solution work. This should include a diagram of the technical components of the proposed Solution and a description of how the BWC work both outside and with the proposed Video Management Storage Solution.
8. Describe Proposer's specific project plan and approach to be used in meeting the Scope of Services for the BWC program requirements as described in Section 2.3.
9. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project. Describe Proposer's Project Management methodology and recommended strategies in performing the services described in the Scope of Services (Section 2.0). The Proposer shall describe its approach to project organization and management, to include the various project stages and milestones, Change of Scope management, implementation and training strategies, responsibilities of Proposer's management team, and necessary Proposer and County staffing required to complete the project.
10. Provide a complete description of the proposed BWC device that is capable of meeting the requirements outlined in Section 2.4. Description should include BWC device capabilities, photos, and product information and specification sheets.
11. Provide a detailed description of the proposed Video Management Storage Solution that meets the requirements outlined in Section 2.5. Please describe the Solution functionality, screen shots, and information as to how it works.
12. Explain in detail the security measures that have been imposed on the proposed Video Management Storage Solution to maintain data integrity.
13. Provide a detailed explanation on the Video Management Solution's infrastructure and the approach to Solution hosting, maintenance, and technical support services. Including but not limited to the Proposer's policy

- regarding new software releases, storage capabilities, software upgrades, updates, patches, bug fixes, optional software features, etc.
14. Provide a detailed description on how the Solution handles deletion and purging of videos. Is the deletion of videos an immediate process and are the video's deleted from the live area and backup areas?
 15. Provide a detailed description on how the proposed BWC and Video Management Solution can meet the active and long term video storage requirements outlined in Section 2.6.
 16. Provide a detailed description of the proposed BWC extended warranty options inclusive of all device offerings, warranty inclusions, exclusions, and applicable costs.
 17. Provide a detailed description of how equipment will be repaired and or replaced throughout the term of the agreement.
 18. Please describe your current hosting methodology and uptime percentage. Explain your redundancy and failover mechanism to ensure reliability and availability of the Solution.
 19. Provide the recommended hardware and software requirements for the proposed Solution to ensure optimal performance for all users.
 20. Provide a detailed description on how the BWC on-site inventory requirements can be met as outlined in Section 2.10.
 21. Provide a detailed description on how the lost, damaged, or stolen equipment requirements outlined in Section 2.12 can be met.
 22. Provide a detailed description on the current co-location strategy and disaster recovery process in place. Please fully detail current procedures and identify how many additional co-locations are utilized to ensure no loss of data or Solution availability.
 23. Provide an itemized training plan to describe the training methodology. Explain how the training will be conducted and provide an overview on how the comprehensive training plan for all MDPD users will be rolled out to meet the project objectives.
 24. Provide a detailed description on how the Emergency Response requirements outlined in Section 2.15 can be met.
 25. Provide a detailed description of the security measures of the proposed Solution, including information regarding how the proposed Solution will allow the County to define access to the data based on current industry best practices such as roles and permission lists by department as outlined in Section 2.7.
 26. Provide a detailed description of training that is offered as part of the Proposal to the County. Provide the recommended number of training hours, as well as any other type of training, including, but not limited to on-line tutorials, web seminar training (if available), training documentation, etc. as outlined in Section 2.14.
 27. Provide a detailed explanation on the Solution's infrastructure and the approach to hosting, maintenance and technical support services. Including but not limited to the Proposer's policy regarding new software releases, software upgrades, updates, patches, bug fixes, optional software features, etc. Specify which are included as part of the Proposed Solution. Include approximate frequency at which updates and/or upgrades are released as well as the method for deploying such updates and/or upgrades as outlined in Section 2.9.

28. Provide a detailed description of Proposer's technical support services including telephone and email support, response times, escalation procedures, days and hours available, etc.
29. Provide a detailed description on how the Emergency Response requirements outlined in Section 2.15 can be met.
30. Provide system and data availability metrics from the last two years to demonstrate the Solution uptime meeting or exceeding 99%.
31. Are the data centers used to support the Solution geographically dispersed? If so, please explain co-location strategy and how the data replication is performed across various data centers in real time. Additionally, the Solution should have the ability to separate Miami-Dade County data from other entities' supported data. How is this accomplished?
32. Provide description of anything (functionality, software customizations, etc.) not identified in the RFP that will be required to make Proposed Solution meet the Scope of Services. Additionally, please describe any optional device components, software modules, and/or recommendations to maximize the use of the BWC devices and associated Video Management Solution.

BWC AND VIDEO MANAGEMENT SOLUTION REQUIREMENTS MATRIX

34. Please describe the proposed BWC and Video Management Solution's ability to meet the minimum requirements outlined in Section 2, "Scope of Services", of the solicitation. Please complete the below requirements matrix by responding to each of the requirements outlined using one of the acceptable responses. If your answer is "No" to the requirement, please provide an explanation in the comments column. If the requested functionality / capability is not applicable, please state, "N/A" and provide an explanation in the comment's column.

MINIMUM REQUIREMENT DESCRIPTION	YES	NO	COMMENTS
<i>BWC Hardware Requirements - As Outlined within Section 2.4</i>			
a) Field of view: The BWC unit must have a view of at least 70° with a maximum view of 120° (120° is the maximum allowed before warping or bending of the video image occurs.			
b) Multiple mounting options: The BWC should have multiple mounting options to accommodate varying field situations (i.e. lapel, shoulder, ear, eyeglasses, and cap). A head mountable camera is desired, but MDPD is willing to consider other mounting options as long as it does not block the field of view. The view must not be obstructed when an officer has their firearm out and in the ready position.			
c) Pre-event buffer: BWC must capture at least thirty (30) seconds of video (no audio) prior to officer initiating the			

MINIMUM REQUIREMENT DESCRIPTION	YES	NO	COMMENTS
recording.			
d) Visual indicator: BWC must have a lighted indicator that shows current operating mode and battery level. Any illuminated controls or indicators should have a user option which allows them to be extinguished during a tactical/darkness situation.			
e) Rechargeable battery life: BWC battery must have a minimum of twelve (12) hours of standby time.			
f) Recording time: BWC must record for a minimum of 4 hours per activation to allow for lengthy interviews and investigations.			
g) Internal Storage: BWC must have a minimum of 8GB of internal storage memory and store at a minimum 4 hours of video on the device.			
h) Recording speed: BWC frame rate must be no less than thirty (30) frames per second.			
i) Night Mode: MDPD prefers low light capability equal to 1 lux. Cameras offering night vision enhancement will not be accepted. The goal is to have a camera that closely matches the capability of the human eye. If the BWC has night vision capability, user must be able to disable the night vision function.			
j) Video safeguards: Users must not be able to delete or edit video on the camera.			
k) Video resolution: BWC must have a minimum of 640 x 480.			
l) On-scene viewing: BWC must have the ability to view video on scene (in the field).			
m) Configurable A/V settings: Bit rate (multiple settings to optimize file size and upload speed). Audio – on/off. Audio and video should conform to MPEG 1-4 standards.			
n) Upload and charging: Battery charging and docking for file transfer is required to be a concurrent process and this			

MINIMUM REQUIREMENT DESCRIPTION	YES	NO	COMMENTS
process must be able to be supported simultaneously for a minimum of 250 BWC's.			
Video Storage Management Solution Requirements - As Outlined within Section 2.5			
a) Solution shall be a cloud-based data storage solution with the capability of organizing/managing incidents and be accessible via the Internet to multiple users simultaneously.			
b) Solution must be web based and not require installation onto user's computers.			
c) Solution must be scalable and flexible to handle changing needs of the County.			
d) Solution shall provide enhanced user authentication with a unique username and password.			
e) Solution shall allow for authorized users to be established based on various roles and permissions by the System Administrator.			
f) Solution shall provide an automated method of transfer to move files from the BWC to storage system such as drop in docking station or wireless upload.			
g) Solution shall provide for remote viewing of the stored video for non-technical MDPD staff as well as others based on the permissions granted by the System Administrator.			
h) Authorized users should be able to search by name, date, event, device, case/incident number; as well as categorize, add case numbers, notes, etc. to each file within the Solution.			
i) Authority to access stored video shall be hierarchical in nature with a log/audit trail illustrating users who have viewed and copied video to an external source (i.e. DVD / long term storage).			
j) Solution software must allow officers to link and attach metadata to recordings file prior to uploading.			
k) Solution must provide encryption in storage and transport, and provide security back-up of all data.			

MINIMUM REQUIREMENT DESCRIPTION	YES	NO	COMMENTS
l) Solution must have controlled access to evidence with pre-defined roles and permissions, predefined individuals and passwords.			
m) Administrative rights to server containing evidence must be restricted to authorized County personnel only.			
n) Solution must securely store all videos and recordings in a way that only County authorized users and users authorized by MDPD can view.			
o) Solution must have the ability to grant access to specific files to specific persons for a specific time period.			
p) Solution must have the ability to share files internally and externally via secure links over the internet.			
q) Solution must have the ability to set variable retention rules per MDPD preferences.			
r) Solution should support all major digital file types. No proprietary file formats will be accepted.			
s) Solution must have the ability to set time tables for automatic deletion of files with notifications prior to deletion.			
t) Solution must have the ability to allow redacting of files to include deleting certain portions of file (video or audio) and blurring out particular images within a video.			
u) Solution must have the ability to preserve the raw file without editing.			
v) Solution must have security features that assured digital evidence will meet all standards for reliability in court.			
w) Solution must have a two tier storage capability for active video and long term storage needs.			
x) Solution should be redundantly backed-up. Proposers are to provide information on the firm's co-location strategy and disaster recovery and fully detail current procedures within the Proposal Submission Package.			
Active and Long Term Storage Requirements – As outlined within Section 2.6			

MINIMUM REQUIREMENT DESCRIPTION	YES	NO	COMMENTS
a) Solution storage must have the ability to download video for at least 250 camera units simultaneously.			
b) Authorized users should be able to search by name, date, event, device, case/incident number, as well as categorize, add case numbers, notes, etc. to each file within the Solution.			
c) Solution must maintain and be able to export audit trail along with video.			
d) Solution must allow for the video to be exported in an industry standard file format. (i.e. AVI, MPEG, MP4).			
e) Video storage must support a backend IP, externally hosted, based retrieval system available to multiple users.			
f) Storage solution must comply with law enforcement Criminal Justice Information Services (CJIS) data protection and transport (i.e. SSL) standards. No external initiated connections will be allowed.			
g) Data storage must be co-located and have an established Disaster Recovery (DR) solution to ensure Solution reliability.			
h) Upon request, the selected Proposer shall provide all data in an indexed and searchable format on an external hard drive to MDPD.			
i) Solution must allow the system administrator to control the length of retention of videos.			
j) Storage capacity shall be based on a loose estimate of 32,000 hours of recorded video per year.			
<i>Solution Security Requirements – As outlined within Section 2.7</i>			
a. Provide the ability for each user to be uniquely identified by ID.			
b) Provide basic authentication through use of complex passwords.			
c) Provide the ability to enforce password expiration.			
d) Provide the ability to require automatic password expirations when initially assigned or reset.			

MINIMUM REQUIREMENT DESCRIPTION	YES	NO	COMMENTS
e) Provide ability to configure password parameters such as password lengths, user access to expiration settings and other behaviors, enabling alphanumeric characters, etc.			
f) Provide the ability to encrypt transmitted data and authentication information over internal and external networks.			
g) Provide support for Secure Socket Layer (SSL) 128 bit and 256 bit encryption.			
h) Provide a password database encrypted in storage.			
i) Provide ability to protect audit logs from unauthorized access.			
j) Provide ability to log activities performed by specific user ID and IP address and to time-date stamp all activities.			
k) Provide ability to identify and log all subsequent access points to ensure accountability is maintained throughout session.			
l) Provide ability to limit concurrent sessions.			
m) Provide ability to log changes to administrative functions.			
n) Provide ability to automatically archive audit logs.			
o) Provide ability to set an unsuccessful access attempt limit and suspend IDs after reaching the unsuccessful access threshold.			
p) Provide ability to send alerts to administrators for unauthorized access attempts.			
q) Enable automatic logoff of ID after a defined period of session inactivity, and perform subsequent re-log-on password authentication.			
r) Provide ability to lock out user or group ID by date or time.			

Miami-Dade County, FL**RFP No. RFP-00168**

MINIMUM REQUIREMENT DESCRIPTION	YES	NO	COMMENTS
s) Provide centralized administration, user authorization, registration and termination.			

35. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

FORM B-1 PRICE PROPOSAL SCHEDULE

FORM B-1 - PRICE PROPOSAL SCHEDULE
BODY WORN CAMERAS AND VIDEO MANAGEMENT SOLUTION

INSTRUCTIONS:

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. Pricing must include **all cost elements** including but not limited to the body worn camera device and accessories, associated video management software, hosted storage of body worn video, configuration, implementation, training services, ongoing hosting, maintenance, and technical support services, and professional services required to meet the specifications outlined in Section 2.0 of this solicitation document.

A. PROPOSED PRICE

The Proposer shall state its price for providing all minimum and desired services as stated in Section 2.0 - Scope of Services. The pricing submitted below shall be used to evaluate Proposers.

**TOTAL PROPOSED PRICE FOR THE
 BODY WORN CAMERAS AND VIDEO MANAGEMENT SOLUTION
 FOR THE INITIAL FIVE (5) YEAR TERM:**

\$ _____

Note: A payment schedule will be negotiated with the selected Proposer based upon project milestones and deliverables (e.g., installation, County's final acceptance of deliverables, etc.)

B. BREAKDOWN OF PROPOSED PRICE

The Proposer shall provide a breakdown of the "Proposed Price" stated in Section A, above, as provided for in the tables below. Items that are not applicable shall be identified as "N/A"; items that are at no charge to the County shall be identified as "N/C".

DESCRIPTION	TOTAL PRICE
Body Worn Camera Devices and Associated Accessories, as per Section 2.0 of This Solicitation Document (Please provide detailed cost breakdown in Table B1 below)	\$
Software License/Hosting/Maintenance/Technical Support Service Fees for Video Management Solution (Active Storage/Cold Storage) (Please provide detailed cost breakdown in Table B2(A) below)	\$
Storage Fees - (Active Storage/ Long Term Storage) (Please provide detailed cost breakdown in Table B2 (B) below)	\$

DESCRIPTION	TOTAL PRICE
Professional Services <i>(Please provide detailed cost breakdown in Table B3 below)</i>	\$
Testing and Configuration Services <i>(Please provide detailed cost breakdown in Table B4 below)</i>	\$
Training <i>(Please provide detailed cost breakdown in Table B5 below)</i>	\$
Software Escrow Fees <i>(Please provide detailed cost breakdown in Table B6 below)</i>	\$
Miscellaneous Costs including Travel, if applicable <i>(Please provide a detailed cost breakdown in Table B7 Below)</i>	\$
*Total Proposed Price:	\$

*** Note: Total Proposed Price shall be equal to the Proposed Price stated in Section A above.**

TABLE B1: PRICE BREAKDOWN FOR PROPOSED BODY WORN CAMERA DEVICES AND ASSOCIATED ACCESSORIES			
Body Worn Camera (Manufacturer and Model #)	Quantity	Unit Price Per Body Worn Camera	Extended Total (Unit Price x Quantity)
	1,500	\$	\$
Total for Proposed Body Worn Camera Devices and Associated Accessories:			\$

TABLE B2 (A)– SOFTWARE LICENSE, HOSTING, MAINTENANCE AND TECHNICAL SUPPORT SERVICES FEES		
Description	Annual Fee	Extended Total
Software License, Hosting, Maintenance and Technical Support Services		\$
		\$
		\$
		\$
Total for Software License, Hosting, Maintenance and Technical Support Services:		\$

Miami-Dade County, FL

RFP No. RFP-00168

TABLE B2 (B)– STORAGE FEES

Description	Proposed Storage Size	Unit Price Per Gigabyte	Extended Total
Active Storage			\$
Long Term Storage			\$
			\$
			\$
Total for Storage Fees:			\$

TABLE B3 - PRICE BREAKDOWN FOR PROFESSIONAL SERVICES

Description	Proposed Number of Hours	Unit Price Per Hour
		\$
		\$
		\$
		\$
Total for Professional Services:		\$

TABLE B4 - PRICE BREAKDOWN FOR TESTING AND CONFIGURATION SERVICES

Description	Proposed Number of Hours	Unit Price Per Hour
		\$
		\$
		\$
		\$
Total for Testing and Configuration Services:		\$

TABLE B5 - PRICE BREAKDOWN FOR TRAINING

Description	Proposed Number of Training Days	Unit Price Per Day of Training
		\$

Miami-Dade County, FL

RFP No. RFP-00168

		\$
		\$
		\$
Total for Training:		\$

TABLE B6 - PRICE BREAKDOWN FOR SOFTWARE ESCROW FEES
(Initial Five Year Term)

Description/Milestone	Annual Fee
Software Escrow Agreement Fees - Year 1	\$
Software Escrow Agreement Fees - Year 2	\$
Software Escrow Agreement Fees - Year 3	\$
Software Escrow Agreement Fees - Year 4	\$
Software Escrow Agreement Fees - Year 5	\$
Total for Software Escrow Fees:	\$

TABLE B7 - PRICE BREAKDOWN FOR MISCELLANEOUS COSTS

Description/Milestone	Price
	\$
	\$
	\$
	\$
Total for Miscellaneous Costs:	\$

C. OPTIONAL PRODUCTS/SERVICES

The Proposer shall state its price for providing all Optional Products and Services as provided for in the tables below. **These prices should not be included in the Proposer's Total Proposed Price.**

C1. OPTION-TO-RENEW (OTR) SOFTWARE LICENSE, HOSTING, MAINTENANCE AND SUPPORT SERVICE FEES

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
OTR 1 – Software License, Hosting, Maintenance, and Technical Support Service Fees (Years 6, 7, 8, 9 & 10)		\$
Software License, Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 6</i>	\$	
Software License, Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 7</i>	\$	
Software License, Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 8</i>	\$	
Software License, Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 9</i>	\$	
Software License, Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 10</i>	\$	
OTR 2 – Software License, Hosting, Maintenance, and Technical Support Service Fees (Years 10, 11, 12, 13, & 14)		
Software License, Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 11</i>	\$	
Software License, Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 12</i>	\$	
Software License, Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 13</i>	\$	
Software License, Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 14</i>	\$	
Software License, Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 15</i>	\$	
OTR 3 – Software License, Hosting, Maintenance, and Technical Support Service Fees (Years 16, 17, 18, 19 & 20)		\$
Software License, Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 16</i>	\$	

Miami-Dade County, FL

RFP No. RFP-00168

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
Software License, Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 17</i>	\$	
Software License, Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 18</i>	\$	
Software License, Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 19</i>	\$	
Software License, Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 20</i>	\$	

C2. OTR SOFTWARE ESCROW FEES

Proposer must provide the cost to the county for depositing the Solution with a third party software escrow agent.

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
OTR 1 – Software Escrow Agreement Fees (Years 6, 7, 8, 9, & 10)		\$
Software Escrow Agreement Fees <i>Contract Year 6</i>	\$	
Software Escrow Agreement Fees <i>Contract Year 7</i>	\$	
Software Escrow Agreement Fees <i>Contract Year 8</i>	\$	
Software Escrow Agreement Fees <i>Contract Year 9</i>	\$	
Software Escrow Agreement Fees <i>Contract Year 10</i>	\$	
OTR 2 – Software Escrow Agreement Fees (Years 11, 12, 13, 14, & 15)		\$
Software Escrow Agreement Fees <i>Contract Year 11</i>	\$	
Software Escrow Agreement Fees <i>Contract Year 12</i>	\$	
Software Escrow Agreement Fees <i>Contract Year 13</i>	\$	
Software Escrow Agreement Fees <i>Contract Year 14</i>	\$	
Software Escrow Agreement Fees <i>Contract Year 15</i>	\$	

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
Software Escrow Agreement Fees Contract Year 15	\$	
OTR 3 – Software Escrow Agreement Fees (Years 16, 17, 18, 19, & 20)		\$
Software Escrow Agreement Fees Contract Year 16	\$	
Software Escrow Agreement Fees Contract Year 17	\$	
Software Escrow Agreement Fees Contract Year 18	\$	
Software Escrow Agreement Fees Contract Year 19	\$	
Software Escrow Agreement Fees Contract Year 20	\$	

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

**BODY WORN CAMERA AND VIDEO MANAGEMENT SOLUTION
Contract No. RFP-00168**

This Agreement is made and entered into by and between Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st street, Miami, Florida 33128 (hereinafter referred to as the "County"), and _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Body Worn Cameras and Video Management Solution, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. RFP-00168 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Body Worn Cameras and Video Management Solution for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. RFP-00168 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
- m) The word "BWC" to mean Body Worn Camera devices.
- n) The word "VMS" to mean Video Management Solution.
- o) The word "MDPD" to mean the Miami-Dade Police Department.
- p) The word "Solution" to mean Body Worn Camera and Video Management Storage Solution.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. RFP-00168 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. GRANT OF LICENSE AND RIGHTS

- a) Contractor shall own all rights, title, and interest in and to the Licensed Software and the related source code including copyright, trade secret, patent, trademark, and other proprietary rights as well as all customizations, enhancements, modifications, improvement, derivations, or other variations thereof. This Agreement does not transfer to the County under any circumstances any of the Contractor's ownership rights in the Licensed Software.
- b) System License. In consideration of the fees paid under the Agreement, the Contractor hereby grants to the

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

- County and its full-time, part-time or contract employees a limited, nonexclusive license for the term of the Agreement to access and use those components of the System that require a license, including but not limited to the Licensed Software, over the Internet, with an unlimited number of concurrent end user licenses.
- c) Use of License. The Licensed Software and use of the System is licensed to the County solely for the County's governmental and business purposes, to the extent such purposes are described in this Agreement or the Documentation.
 - d) Software as a Service (SaaS). Contractor is supplying SaaS and acting as an Application Service Provider (ASP) supplying the System to the County as a hosted service via the Internet. To the extent a sublicense is necessary in connection with making any component of the System available to the County, the Contractor will also provide for sublicenses to enable the County to fully utilize the System in accordance with the Agreement.

ARTICLE 5. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 6. DELIVERY

- a) The Contractor shall make the VMS available to the County through SaaS or ASP model. The VMS will be accessible through the Internet by the County.
- b) Web Based Software. All County license keys, usernames, and passwords shall be authenticated by the Contractor and perform according to Appendix A "Scope of Services."

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

- c) Documentation. The Contractor shall deliver copies of the Documentation to the County in softcopy (electronic) format, and if requested, in hardcopy.
 - i. Under no circumstances will the County sell or distribute any copies of the Documentation, including copies made, to other than its employees or individuals assisting the County in its business or governmental operations, subject to the County's compliance with its applicable obligations hereunder.
- d) Updated Documentation. The Contractor agrees to provide the County with revised, modified, and/or updated Documentation that reflects the enhancements/changes/modifications (including without limitation Updates, Upgrades, or Releases) made to the VMS throughout the term of the Contract.

ARTICLE 7. CONTRACT TERM

The Contract shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall be for the duration of five (5) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for three (3) additional five (5) year periods. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 8. HOSTING, MAINTENANCE, AND SUPPORT SERVICES

- a) Contractor Obligations. Contract shall provide the County with the required hosting, maintenance, and support services for the VMS as set forth in Appendix D "Maintenance and Support Level Agreement."
- b) Commencement of Maintenance. Maintenance shall commence upon "Go Live" for Part I as described in Appendix A "Scope of Services" and Appendix C "Project Timeline." The charge for Maintenance is included in the Recurring Fees charged under this Agreement and as further defined in Appendix B "Payment Schedule."

ARTICLE 9. CONFIGURATION SERVICES

- a) The County shall accept or reject the BWC Deliverables and the VMS within fifteen business (15) days of receipt unless otherwise provided elsewhere in this Agreement.
- b) If the Contractor fails to provide deliverables within the time specified or if the VMS and/or BWC Deliverables delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the delivered VMS and/or BWC Deliverable or may accept any item of VMS and/or BWC Deliverable and reject the balance of the delivered VMS and/or BWC Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement for the VMS and/or BWC Deliverables for such items of rejected Deliverables and/or VMS within fifteen (15) business days of Contractor's receipt of the County's rejection notice.
- c) Unless otherwise agreed to by the County, Contractor agrees as part of the VMS deployment and configuration services to perform all required activities to successfully achieve all objectives set forth in the scope of work , including, but not limited to, (a) system configuration; (b) interface development ; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) hosting; (g) maintenance support services; (h) cooperating with all other vendors supplying peripheral or ancillary applications that will interface with the System; and (i) any additional services necessary to ensure Contractor's compliance with this Article 11.

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

- d) BWC and VMS testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the BWC's and the VMS in conformance with the requirements of the Contract. This will include an actual demonstration of all required VMS functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

ARTICLE 10. TESTS

The Contractor shall configure and program the VMS to conform to the Scope of Services. The VMS and associated BWC's will be subject to several tests, including a System Acceptance test as further defined in the Scope of Services, Implementation Plan, and Acceptance Criteria to be developed and agreed by both parties. To assure VMS performance, the County's Project manager will coordinate all testing of the VMS and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Scope of Services.

Failure of the VMS to satisfy the acceptance criteria and conform to the requirements set forth in the Scope of Services by the timeframes set forth in the Implementation Timeline may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

After Final Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Software System require separate testing periods and sign-off from the County Project Manager prior to migrating it into the production software. The testing protocol shall be as follows:

- a) Contractor's Project Manager will provide written notice to the County Project Manager of modifications, fixes, enhancements, and/or new releases of the software available for testing.
- b) The Contractor's Project Manager will coordinate all user acceptance testing dates, acceptance criteria, and training for the new functionality for the test group.
- c) The County will be granted five (5) business days or other timeframe agreed to by both parties in writing to perform testing based on the outlined functionality being delivered to the County on the Acceptance Criteria sign off sheet;
- d) The County's Project Manager will provide the Contractor with written notice of acceptance (sign-off) or rejection (with documented material nonconformities in the functionality) within 5 business days, unless more time is needed, in which case the County will notify the Contractor in writing accordingly;
- e) Deficiencies found will be noted on the Acceptance Criteria sign off sheet and the Contractor will be provided an opportunity to correct the issues. The Contractor will be required to provide the County with an updated timeline and work around (fix) within three (3) business days unless additional time is requested in writing and agreed by both parties;
- f) Once the release is accepted, the functionality will be moved into the production module. And updated documentation will be provided to the County;

ARTICLE 11. WARRANTIES

- a) **Ownership.** The Contractor represents that it is the owner of the entire right, title, and interest in and to VMS, and that it has the sole right to grant licenses there under, and that it has not knowingly granted licenses there under to any other entity that would restrict rights granted hereunder except as stated herein.
- b) **Limited Warranty.** Contractor represents and warrants to the County that the VMS, when properly installed by the County, will perform substantially as described in Contractor's then current Documentation for such Software for a period of one year from the date of acceptance.

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

- c) Hardware Warranty. Contractor represents and warrants to the County that the BWC devices and all associated hardware shall include a one year full warranty and support. Extended warranty shall be offered for all devices upon expiration of the included one year warranty.

ARTICLE 12. SOFTWARE ESCROW

The Contractor shall be required to enter into a software escrow agreement with a licensed third party agent to house the source code. No third party invoicing shall be allowed.

ARTICLE 13. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

- a) to the Project Manager:

Miami-Dade Police Department

Attention: Captain Gustavo Duarte
 Phone: 305-471-1990
 E-mail: U302862@miamidade.gov

and,

- b) to the Contract Manager:

Miami-Dade County
 Internal Services Department,
 Procurement Management Services Division
 111 N.W. 1st Street, Suite 1300
 Miami, FL 33128-1974

Attention:
 Phone:
 Fax:
 E-mail:

(2) To the Contractor

Attention:
 Phone:
 Fax:
 E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 14. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

MIAMI-DADE COUNTY, FLORIDA

RFP-00168

The County shall pay the Fees or other considerations for Products and Services provided under this contract. All amounts payable to the Contractor upon invoice. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 15. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 16. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County

Attention: _____

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 17. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis to include products liability, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- D. Cyber Liability Insurance to include Privacy and Media Liability in an amount not less than \$1,000,000 per occurrence.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 18. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 19. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 20. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 21. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 22. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 23. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 24. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

MIAMI-DADE COUNTY, FLORIDA**RFP-00168****ARTICLE 25. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 26. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 27. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 28. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 29. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 30. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

- ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 31. EVENT OF DEFAULT

The following is subject to the terms of Article 25 and 26:

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 32. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 33. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 34. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 35. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 36. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 37. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 38. VENDOR REGISTRATION/CONFLICT OF INTEREST

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- | | |
|--|--|
| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code)</p> <p>2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8-1(d)(2) of the County Code)</p> <p>3. Miami-Dade Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code)</p> <p>4. Miami-Dade Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the County Code)</p> <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code)</p> <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the County Code)</p> <p>7. Miami-Dade County Code of Business Ethics Affidavit
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</p> <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code)</p> <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code)</p> <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code)</p> <p>11. Subcontracting Practices
(Ordinance 97-35)</p> <p>12. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code)</p> | <p>13. Environmentally Acceptable Packaging
(Resolution R-738-92)</p> <p>14. W-9 and 8109 Forms
(as required by the Internal Revenue Service)</p> <p>15. FEIN Number or Social Security Number
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:</p> <ul style="list-style-type: none"> ▪ Identification of individual account records ▪ To make payments to individual/Contractor for goods and services provided to Miami-Dade County ▪ Tax reporting purposes ▪ To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records <p>16. Office of the Inspector General
(Section 2-1076 of the County Code)</p> <p>17. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.</p> <p>18. Antitrust Laws
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.</p> |
|--|--|

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 39. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 40. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 41. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence, or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 42. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 43. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

except upon prior written approval and instruction of the County; and

- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 44. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 45. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 46. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

MIAMI-DADE COUNTY, FLORIDA**RFP-00168**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 47. SURVIVAL

The parties acknowledge that any of the obligations in this contract will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this contract, which by nature continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 48. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Support (service/maintenance) can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation, subject to the terms of this contract. There will be no early termination charges from the Contractor for cancelling Support during the year due to non-appropriation.

ARTICLE 49. FORCE MAJEURE

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war.

ARTICLE 50. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

ARTICLE 51. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise

MIAMI-DADE COUNTY, FLORIDA

RFP-00168

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; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 52. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein set forth below.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: Carlos A. Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney



**Miami-Dade County
Procurement Management Services
Proposal Submittal Form**

111 NW 1st Street, Suite 1300, Miami, FL 33128

Solicitation No. RFP-00168		Solicitation Title: Body Worn Camera and Video Management Solution		
Legal Company Name (include d/b/a if applicable): <input style="width:95%;" type="text"/>		Federal Tax Identification Number: <input style="width:95%;" type="text"/>		
If Corporation - Date Incorporated/Organized: <input style="width:95%;" type="text"/>		State Incorporated/Organized: <input style="width:95%;" type="text"/>		
Company Operating Address: <input style="width:95%;" type="text"/>		City <input style="width:95%;" type="text"/>	State <input style="width:95%;" type="text"/>	Zip Code <input style="width:95%;" type="text"/>
Company Contact Person: <input style="width:95%;" type="text"/>		Email Address: <input style="width:95%;" type="text"/>		
Phone Number (include area code) <input style="width:95%;" type="text"/>	Fax Number (include area code) <input style="width:95%;" type="text"/>	Company's Internet Web Address: <input style="width:95%;" type="text"/>		

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

Place a check mark here only if Proposer has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that has a valid Local Business Tax Receipt, issued by Miami-Dade County; has a physical business address located within the limits of Miami-Dade County from which business is performed; and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Place a check mark here only if affirming Proposer meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.**

LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal submission is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming Proposer is a Local Certified Veteran Business Enterprise. **A copy of the certification must be submitted with this proposal.**

SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (If Applicable)

An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract

Is your firm a Miami-Dade County Certified Small Business Enterprise? Yes No

If yes, please provide your Certification Number:

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:

By executing this proposal through a duly authorized representative, the Proposer certifies that the Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the Proposer shall execute the proposal through a duly authorized representative and shall also initial this space:

In such event, the Proposer shall furnish together with its proposal response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any

contract resulting from this solicitation for default if the Proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein.

Proposer's Authorized Representative's Signature:

Date:

Type or Print Name



FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date



**AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION**

(1) Solicitation Title: Solicitation No.:
 (2) Department:
 (3) Proposer's Name:
 Address: Zip:
 Business Telephone: E-Mail:

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

Name	Title	Employed By	Email Address

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: Title:

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this ,

by , a , who is personally known
 (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

to me or who has produced as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank)

(Serial Number, if any)

Revised 1/2/14



SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Bidder/Proposer: _____ FEIN No. _____

In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Bidder/Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Oth	
Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Oth	

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Internal Services Department at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Proposer _____ _____ _____
Print Name Print Title Date

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. : Federal Employer Identification Number (FEIN):

Contract Title:

Printed Name of Affiant Printed Title of Affiant Signature of Affiant

Name of Firm Date

Address of Firm State Zip Code

Notary Public Information

Notary Public - State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20__

by _____ He or she is personally known to me _____ or has produced identification

Type of identification produced _____

Signature of Notary Public Serial Number

Print or Stamp of Notary Public Expiration Date Notary Public Seal

Question and Answers for Bid #RFP-00168 - Body Worn Camera and Video Management Solution

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jun 19, 2015 6:00:00 PM EDT