

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



CHAD CHRONISTER, SHERIFF

Request for Proposal No. 18-19

**Body Worn Cameras and Data Evidence
Management System**

June 30, 2019

HILLSBOROUGH COUNTY SHERIFF'S OFFICE



CHAD CHRONISTER, SHERIFF

2008 E. 8th Avenue
Tampa, FL 33605

Dave Janney, Senior Procurement Analyst
(813) 247-8053
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INSTRUCTIONS TO PROPOSERS

Included herein are General Terms and Conditions (Part A), Special Provisions (Part B), Technical Specifications (Part C), and Proposal Response (Part D) which, together with all attachments, constitute the entire "Proposal Package". Said package must be the basis upon which all proposals are offered and the same (the entire package) must be kept together and returned, intact, by the time and at the place herein specified. The Proposer must manually sign the General Terms and Conditions (Part A) and Proposal Response (Part D). Any questions concerning this Request for Proposal (RFP) should be directed to the Senior Procurement Analyst whose name appears above.

When awarded, the Proposal Package becomes the "**Contract Document**". The Proposer's signature on the Proposal Response (Part D) constitutes Proposer's agreement to the terms therein. The signature on the Proposal Package must be that of an Officer of the Company or an individual authorized to commit the Company to a legal and binding contract. **READ THE ENTIRE PROPOSAL PACKAGE CAREFULLY BEFORE SIGNING.**

NOTICE TO PROPOSERS

WHEN SUBMITTING A SEALED PROPOSAL, CLEARLY MARK THE PACKAGE AS A PROPOSAL DOCUMENT ON THE OUTSIDE OF THE ENVELOPE OR BOX. INCLUDE THE PROPOSAL NUMBER AND THE DATE AND TIME OF THE RFP OPENING.

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| PROPOSED SCHEDULE OF EVENTS | DATE |
|---|-------------|
| RFP Advertised/Posted to HCSO and OSD Website | 06/30/19 |
| Submit Letter of Intent | 07/10/19 |
| Deadline to Submit Questions and Answers | 07/17/19 |
| Deadline to Submit Proposal | 07/31/19 |
| Award Notification Target Date | 09/06/19 |

LETTER OF INTENT

REQUEST FOR PROPOSAL NO. 18-19

The undersigned acknowledges the General Terms and Conditions of the Request for Proposal (RFP) and intends to respond to the Hillsborough County Sheriff's Office (HCSO). We understand that any amendments, clarifications, and addenda to the RFP will be promptly communicated to the individual authorized below to receive this information.

COMPANY NAME

COMPANY ADDRESS

PRIMARY CONTACT NAME/TITLE

EMAIL ADDRESS

TELEPHONE NUMBER

FAX NUMBER

SIGNATURE OF COMPANY OFFICER

DATE

NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE SENIOR PROCUREMENT ANALYST LISTED ON THE FRONT OF THIS DOCUMENT AT FAX NUMBER 813-242-1826 or purchasing@hcsotampa.fl.us.

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2008 E. 8th Avenue
Tampa, Florida 33605

SUBJECT: Request for Proposal Number 18-19

Proposal Title: Body Worn Cameras and Data Evidence Management System

OPENING DATE and TIME: 07/31/19 at 3:00 PM

PLACE: Malcolm E. Beard Sheriff's Operation Center
 Financial Services Division, Purchasing Section
 2008 E. 8th Avenue, Room #125
 Tampa, Florida 33605

Proposals will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated.

PART A - GENERAL TERMS AND CONDITIONS:

1. Proposals: Must be contained in a SEALED envelope addressed to: Chad Chronister, Sheriff, ATTN: Purchasing, 2008 E. 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the Proposal must be marked as a PROPOSAL PACKAGE (including the Proposal number, the date and time of the Proposal opening) on the outside of the envelope.

If our specifications, when included in our Request for Proposal (RFP), are not returned with your Proposal Package, and no specific reference is made to them in your Proposal Response (Part D), it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, contractor's or manufacturer's specifications which accompany the Proposal Response (Part D) contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your Proposal Response (Part D).

2. Proposal Delivery: The responsibility for getting the Proposal Package to the Hillsborough County Sheriff's Office (HCSO) on or before the stated time and date of opening will be solely and strictly the responsibility of the Proposer. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Proposer shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt. Such proposals shall be returned to the Proposer unopened with the notation "This Proposal was received after the time designated for the receipt and opening of proposals".
3. On-Line Documents: The HCSO is publishing documents on its website <http://www.hcso.tampa.fl.us> for the convenience of companies wanting to do business with the HCSO and to save taxpayer dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a proposal.

4. Time for Consideration: Proposer warrants, by virtue of Proposal, the prices quoted in the Proposal will be good for an evaluation period of 180 calendar days from the date of Proposal opening unless otherwise stated. Proposers will not be allowed to withdraw or modify their Proposals after the opening time and date.
5. Prices: All Proposals submitted must show the net proposal price after any and all discounts allowable have been deducted. **Prices offered are to be F.O.B. Destination.** All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the Awarded Proposer.

The Proposer's attention is directed to the laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, which applies to all transactions resulting from this Proposal and *that all applicable taxes and fees shall be deemed to have been included in the Proposal Response as part of the materials cost, when applicable.*

6. Condition of Materials and Packaging: It is understood and agreed that any item offered or shipped on this Proposal shall be NEW and in FIRST CLASS CONDITION AND FIRST QUALITY, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
7. Claims: The Awarded Proposer will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
8. When to Make Delivery: Deliveries resulting from this Proposal are to be made during the normal working hours of the HCSO. It is the Awarded Proposer's responsibility to obtain this information.
9. Manufacturer's Name: Any manufacturers' names, trade names, brand names information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the HCSO, and such determination shall be final and binding upon all Proposers.
10. Information and Descriptive Literature: The Proposer must furnish all information requested in the Proposal. If specified, each Proposer must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous Proposals will not satisfy this provision. Proposals that do not comply with these requirements will be subject to rejection.
11. Proposal Submittal Costs: Submittal of a Proposal is solely at the cost of the Proposer and the HCSO is in no way liable or obligates itself for any cost incurred by the Proposer preparing the submitted Proposal Package.
12. Proposal Obligation and Disposition: The contents of the Proposal Package and any clarifications thereto submitted by the Proposer shall, upon award, become part of the contractual obligation and incorporated by reference into the ensuing contracts. All Proposal Packages become the property of the HCSO and will not be returned to the Proposer.
13. No Proposal: If you do not wish to submit a response to the RFP, please return the Statement of No Proposal found on page 36. The "No Proposal" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.

14. Compliance with Occupational Safety and Health Act (OSHA): The Proposer certifies that all material, equipment, services, etc., contained in the Proposal Package meets all OSHA requirements.
15. Familiarity with Laws: The Proposer is required to be familiar with all Federal, State and local laws, ordinances, rules, codes and regulations that in any manner affect the Work as defined in Part B Special Provisions, Scope of Work. Ignorance on the part of the Proposer will in no way relieve the Proposer of responsibility.
16. Laws, Statutes and Ordinances: The terms and conditions of the RFP and the resulting Contract shall be construed in accordance with the laws, statutes, and ordinances of the State of Florida and Hillsborough County. Where State Statutes and regulations are referenced, they shall be interpreted to apply to this RFP and to the resulting Contract. While the Sheriff is not bound by Chapter 287, Fla. Stat., in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.
17. Public Entity Crimes: Pursuant to §§287.132-133, Fla. Stats., the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Fla. Stat., for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that the person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), Fla. Stat. If you submit a Proposal in response to this request, you are certifying that §§287.132-133, Fla. Stats., does not restrict your submission.
18. Public Record: Any material submitted in response to this RFP will become a public document pursuant to §119.07, Fla. Stat. This includes material which the respondent might consider to be confidential or trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Fla. Stat. The Proposer agrees to comply with §119.0701, Fla. Stat., regarding maintenance and provisions of access to all public records generated by this Contract with the HCSO.

The HCSO requires that, at the conclusion of the selection process, the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a Proposal must be clearly stated in the Proposal itself. Proprietary information submitted in response to the RFP will be handled in accordance with applicable Florida Statutes.

If the Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer's duty to provide public records relating to this Contract, contact the custodian of public records at: HCSO Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, Phone 813-247-8210 or email at hcsorecords@hcsotampa.fl.us

19. Appropriations of Funds: The HCSO, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this request for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which the contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the contract, provide prompt written notice of such event and effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such contract.

20. Acceptance and Rejection: The HCSO reserves the right to reject any or all Proposals, for cause, to waive irregularities, if any, and to accept the Proposal or Proposals which, in the judgment of the Sheriff, is in the best interest of the HCSO. The HCSO reserves the right to evaluate, add and/or reject any items from any proposal options or resulting contract(s) when deemed to be in the best interest of the HCSO.

21. Protests: Any prospective Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Proposals must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery, for which a receipt must be provided.

The Purchasing Section will have five (5) business days upon receipt of this notice to meet and consider the protest as written. The Senior Procurement Analyst will coordinate the review process with the parties involved and may request additional information from the Proposer or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Senior Procurement Analyst will make a recommendation to the Chief Financial Officer (CFO).

The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Proposer in writing. This decision and the basis upon which it was made will be communicated to the Proposer within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

22. Specifications: Attached.

CHAD CHRONISTER, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

By: 

Christina R. Porter, CPA
Chief Financial Officer

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23. Acknowledgment of General Terms and Conditions: General Terms and Conditions outlined above are acknowledged. Our Proposal is attached.

Company Name

Print Name

Title

Signature of Company Officer

Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL AFTER COMPLETING PARAGRAPH 23. EACH COMPANY'S PROPOSAL AND ANY CLARIFICATIONS TO THAT PROPOSAL AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE PROPOSAL RESPONSE (PART D, PARAGRAPH 1).

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PART B - SPECIAL PROVISIONS

1. IN GENERAL

The purpose of this Request for Proposal (RFP) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to procure a commercially available Body Worn Camera (Cameras) for use by Law Enforcement and Data Evidence Management System (System).

2. SCOPE OF WORK

A. INTRODUCTION

The HCSO is soliciting proposals from qualified and experienced companies to provide reliable Cameras and integrated Systems to capture video from a law enforcement deputy's point of view or perspective. HCSO requires the equipment to be commercially available with a video storage system to store, manage, retrieve and share the captured digital video. Both the Cameras and the System must have substantial functionality with minimal or no development, modifications or enhancements to meet the HCSO's needs.

Any reference to the "Work" throughout this RFP is defined to be inclusive of the Scope of Work, all Exhibits, Addenda, and any related performance detailed herein. For further details, refer to Technical Specifications (Part C).

B. PROJECT GOALS

The HCSO currently plans to purchase approximately 1,200 Cameras in a staged implementation process in an effort to equip designated Deputies with a Camera. The Proposer shall include a thoughtful and detailed project plan to ensure a successful implementation. The System must be accessible throughout HCSO locations from LAN connected computer or WiFi enabled laptop. The HCSO uses a mixed environment of Dell and Panasonic Toughbook devices that connect to the network through NetMotion®. The System must be compatible with Windows® 7 and 10, and have the ability to be a part of a secure cloud hosted solution (Cloud) **or** secure local storage solution (Local). The Awarded Proposer will be expected to meet or exceed all minimum requirements listed above and the required features that are included in the functional capabilities outlined in Exhibit A Technical Requirements Matrix.

The Awarded Proposer shall provide advanced training services for use of all Cameras and System in addition to providing ongoing maintenance support services for all Cameras and System. The proposed System must be capable of supporting the HCSO's current needs, as well as accommodating future growth.

C. OBJECTIVES

The objective of this RFP is to implement proven and effective Cameras along with a functional and reliable Cloud or Local System. Additional objectives include the following capabilities:

- Capability of integration with the HCSO's Computer Aided Dispatch (CAD), Records Management System (RMS), and Versaterm Systems
- Geographic Information Systems (GIS) integration with/to ESRI (where applicable)
- Integrate with Bluetooth Technology
- Business Intelligence Tools for reporting agency safety statistics
- Powerful and flexible ad hoc reporting tools

- Cloud or Local solution that meets both the HCSO and Criminal Justice Information Services (CJIS) information security compliance and redundancy protocols
- Integrate seamlessly with the System

3. PROPOSER QUALIFICATIONS

A. For consideration by the HCSO for this RFP, Proposers shall meet the following requirements:

- Five (5) consecutive years of project experience in the manufacturing and distribution of Body Worn Camera technology to the Law Enforcement Community.
- Deployed Body Worn Cameras within the last three (3) years with minimum of one (1) implementation in a Federal, State, County or City law enforcement agency with a minimum of 250 units in use.
- Two (2) consecutive years of experience in the use and maintenance of a Cloud or Local Data Evidence Management Systems for Body Worn Camera video and audio files.

B. Proposers must be able to demonstrate adequate organizational, financial, equipment, and personnel resources to ensure timely and satisfactory completion of the Work. In the determination of the evidence of responsibility and ability to perform the Work, the HCSO reserves the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The HCSO shall determine whether the evidence of responsibility and ability to perform is satisfactory, and will make awards only when such evidence is deemed satisfactory. The HCSO reserves the right to reject a Proposal when evidence indicates the inability to perform the Work specified within the RFP.

The award of this RFP is contingent on performing successful testing of Cameras and System. Proposers shall complete Exhibit A which is attached to this RFP. Proposers **MUST** respond to all items within Exhibit A. Proposers must return Exhibit A with their Proposal Response (Part D).

- C. The HCSO may require background checks of Awarded Proposer's employees or subcontractors/third party providers who will be working on HCSO property at no cost to the Awarded Proposer.
- D. The Vendor Packet attached as Appendix I must be returned with your Proposal Response (Part D), along with copies of Hillsborough County Business Tax Receipt or other local government business license. Current Certificates of Insurance for Liability and Workers Compensation must also be included.

4. GRANT FUNDING

In the event HCSO receives funding for this RFP through a Federal Grant, Appendix II Federal Grant Compliance will be incorporated as part of the RFP and ensuing contract to recognize and comply with the additional special provisions required by the Federal Government. Appendix II shall be separately acknowledged and accepted by the Proposer's signature. Several grant compliance clauses pertain to construction contracts only. Equipment and equipment installation is **not** considered construction. When construction is not included in the Work, all other clauses not specific to construction, such as the method of procurement and access to documentation, shall apply to all Scopes of Work.

5. LETTER OF INTENT

Interested Proposers should notify the Senior Procurement Analyst by use of the Letter of Intent form included herein. The person(s) indicated on the Letter of Intent will be those notified of all addenda, amendments and Q & A.

6. COMMUNICATION BETWEEN PARTIES

All questions in regard to this RFP are to be directed, in writing, to the Senior Procurement Analyst: Dave Janney at Purchasing@hcsotampa.fl.us or by fax at 813-242-1826. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this RFP prior to the notice of award.

In the interest of public access, all documents relating to this RFP will be posted to the HCSO website at <http://www.hcsotampa.fl.us>. This will include Q & A responses, amendments, addenda, etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Senior Procurement Analyst utilizes for convenience of the parties involved.

7. PREPARATION AND SUBMITTAL OF PROPOSAL RESPONSE

All Proposals shall be signed in ink by an authorized Officer or Designated Agent of the Company. A signature of Acknowledgement to the General Terms and Conditions (Part A) is required on page nine (9) and a Affirmation and Declaration is required on page 35. All attachments to the RFP requiring signature acknowledgement (e.g. amendments) are to be returned with the Proposal Package.

Proposal Packages are to be submitted in a sealed package and organized as indicated Proposal Response (Part D). The face of the package shall indicate the RFP name, number and time and date of the public opening (a label is provided within this document for either use or example).

Proposals must be received by the HCSO Purchasing Section no later than the time and date shown on page five (5). Proposers mailing their Proposal Packages should allow for normal mail time to ensure receipt by the HCSO prior to the time and date fixed for the acceptance of the Proposals. Proposals or unsolicited amendments to Proposals, received by the HCSO after the acceptance date will not be considered and will be returned unopened marked "This Proposal was received after the time designated for the receipt and opening of Proposals".

Proposers shall provide the following:

- **One (1)** original Proposal marked **“ORIGINAL”**. The original Proposal is the HCSO’s official record and recording of the Proposal being submitted and one (1) electronic copy in Microsoft Windows® compatible format, such as .pdf, on USB Drive. The Proposal shall be one (1) PDF document.
- **Ten (10) complete** copies of the Proposal marked **“COPY”** will be for the Evaluation Committee Members.
- **One (1)** redacted copy of the Proposal marked **“REDACTED”**. If applicable, provide one (1) electronic redacted copy of the Proposal in Microsoft Windows® compatible format, such as .pdf, on USB Drive in conformity with Part A General Terms and Conditions, Paragraph 18 Public Record.

- A. **Proposer Experience.** A statement giving a brief history of the Proposer's organization (requirements in Part B Paragraph 3A) and utilization of its available resources for the HCSO project in providing and managing similar Work. Proposer must provide a statement to demonstrate its understanding of government procurement practices and philosophy. Include the following:
- Number of years in business
 - Number of employees
 - Office location(s)
 - Size of your largest installation; include number of Users
 - Proposer's Dunn and Bradstreet number
- B. **Proposer Qualifications.** Information that highlights Proposer's particular abilities to successfully complete the Work and how the Proposer will structure, develop, execute and manage the Project. (Requirements in Part B Paragraph 3B)
- C. **Project Plan.** The Proposer will provide best practice recommendations for this Project Plan while utilizing standard PMI/PMP/Agile standards. The Project Plan should incorporate the HCSO preferred methods, which recommends a phased implementation approach. Please provide this approach, along with the detailed tasks, resource role assignments, estimated durations, and start/finish dates for both Proposer and HCSO required hours. The Project Plan should include all tasks associated with implementation and ongoing support of the Project.

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

The Project Plan should also be detailed to include all phases of the Project methodology (Proposer or HCSO based) and the milestone/deliverables should include but not limited to:

- Project Planning/Execution
- Communications Planning/Execution
- Camera Installation Requirements
- System Administration Requirements
- Security Administration Requirements
- Business User Specifications, GAP Analysis and System Recommendation
- System/Application Configuration and Validation
- Data Conversion Analysis, Design and Development
- Integration Design Specification
- Testing Strategy that includes System, Performance and User Acceptance Testing
- Training Strategy that includes administration, train the trainer and end user training approaches
- Training deliverables to encompass the training approach
- Implementation
- Operations, Maintenance and Technical Support

Proposers are also encouraged to provide any other pertinent information that will assist the HCSO in evaluating the proposed project plan.

- D. **Project Timeline.** The Proposer shall identify its anticipated schedule in a table format for completion of the project. Minimum factors to be included in this schedule include: work plan development, design, testing of each module, training, and complete implementation.
- E. **Architectural Plan.** The Proposer must provide detailed descriptions of all software and hardware included in the Proposal. The Proposer must include an architecture plan with schema for initial implementation and on-going maintenance/support which encompasses all environments (production, development, testing, etc.) and that facilitates secure high performance access and retention of data.
- F. **Requirements Response.** Proposer must complete and submit Exhibit A Technical Requirements Matrix. The Proposer is encouraged to provide screen shots showing the functionality capabilities in relation to the camera system being proposed.
- G. **Project Team Qualifications.** The Proposer must submit information for the proposed project team members documenting their technical and management capabilities as required to support the implementation and support of the proposed Cameras and System.

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

- Length of service with Proposer
 - Experience and responsibilities
 - Relevant qualifications
 - Education
 - Other appropriate summary information
- H. **Training Plan.** The Proposer must provide a recommended comprehensive training plan and strategy to address the Cameras and System functions and features along with education to adapt to new ways of working. The plan should incorporate a variety of training strategies (Administration, Trainer and End User based) targeted for different levels of users including but not limited to: Patrol Deputies, Special Operations, Deputy Supervisors, Professional Standards, Command Staff, Evidence Technicians, Legal Staff, and IT Support Staff and System Administrators.
- I. **Facility and Other Requirements.** Provide a clear description of any facility, personnel and other requirements necessary for successful completion of the project that the HCSO will be expected to provide. The HCSO reserves the right to provide only those facilities, personnel and other requirements as the HCSO deems necessary or appropriate.
- J. **Continuity of Operations/Disaster Recovery Plan Scope.** Provide acknowledgement that the Proposer will comply with the HCSO's requirements in the RFP package and provide any other additional information the Proposer recommends to support the proposed System and recovery in the event the proposed server or required client component becomes inoperable. This section provides the HCSO the understanding on how to rebuild, or in the event the service is covered under contractual agreement, the Proposer would fully recover the System including all related data.
- K. **Supplemental Information.** Any supplemental information, which the Proposer thinks, will be valuable to the HCSO in evaluating the qualifications of the Proposer and its individual personnel to provide services as described herein.

- L. **Contract Termination for Default/Convenience.** Has the Proposer had a contract terminated for default/convenience in the last five (5) years? Termination for default/convenience is defined as notice to stop performance, which was delivered to the Proposer due to the Proposer's non-performance, or poor performance and the issue of performance was either not litigated due to inaction on the part of the Proposer; or litigated and determined that the Proposer was in default.

If the Proposer has had a contract terminated for default/convenience in this period, submit full details including the other party's name, address, and the phone number. Present the Proposer's position on the matter. The HCSO will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its past experience.

- M. **Contract Litigation/Legal Proceedings.** The Proposer shall identify any conditions (i.e. bankruptcy, pending and/or existing litigation, planned office closures, impending merger/acquisition) that may impede the Proposer's ability to perform the services set forth in this RFP.

Provide, in detail, information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the Proposer in any matter related to the professional activities of the Proposer. This shall include any class actions wherein the Proposer was named, industry investigations by Attorneys General, in addition to individual cases.

In addition to the above, the Proposer shall identify any pending lawsuits, past litigation relevant to subject matter of this RFP or litigation involving any unauthorized release of client confidential information, providing a statement of any litigation or pending lawsuits that have been filed against the Proposer's company in the last five (5) years. Additionally, Proposer shall provide information concerning any past bankruptcy proceedings within the last five (5) years.

If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the Proposer, provide a statement to that effect.

The Awarded Proposer will have a continuing duty to inform the HCSO of any new claims filed against the Awarded Proposer. Provide a statement of understanding of this requirement.

8. CONTRACT PERIOD

The Contract shall be effective for two (2) years upon the execution of any negotiated Contract based on the award of this RFP. By written mutual consent between the HCSO and the Awarded Proposer, the Contract may be renewed on an annual basis thereafter for three (3) additional one (1) year terms unless terminated or canceled by either party by a minimum 90-calendar day written notice prior to the annual anniversary date.

The HCSO's Chief Financial Officer (CFO) has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional 30 day periods, at the same terms and conditions. Notice of the HCSO's intent to renew shall be provided by the HCSO in writing to the Awarded Proposer prior to the expiration of the Contract, or the renewal period if the Contract has been previously renewed.

9. CONFLICT OF INTEREST

The Proposer agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, Fla. Stat., regarding standards of conduct for public officers, employees of agencies, and local government attorneys.

No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.

10. ACCEPTANCE AND REJECTION

The Sheriff reserves the right to reject any or all Proposals, for cause, to waive irregularities, if any, in any Proposal, and to accept the Proposal or Proposals which, in the judgment of the Sheriff, is in the best interest of the HCSO. The Sheriff reserves the right to select the Proposer that will best meet the needs of the HCSO, and the selection will not necessarily be made solely on cost. Persons or entities submitting Proposals which do not meet the mandatory requirements will be considered in non-compliance and may be disqualified.

11. EVALUATION OF PROPOSALS

All Proposals submitted will be reviewed to determine if the Proposal is responsive in terms of the completeness of the Proposal Package and the Proposer is responsible in that proof of a legal, legitimate business enterprise has been provided along with any other qualifications stipulated. Proposals determined to be deficient in responsiveness or Proposers determined to be deficient in responsibility may be rejected without further evaluation.

Proposals determined to have met the minimum requirements will then be evaluated based on the criteria listed below. Proposals will be ranked by each evaluator from high to low. Rankings must be substantiated by supportive comments. After comparison of rankings and group discussion, a final recommendation will be made.

- Camera and System Technical Specifications / Requirements
- Project Plan and Approach / Technical Applications
- Cost of Goods and Services
- Company Overview, Personnel
- References

An Evaluation Committee will consist of a minimum of eight (8) members. Each committee member will independently read and rank all eligible Proposals. Any clarifications requested by a committee member will be presented to the Proposer through the Senior Procurement Analyst. When all evaluations are complete, the Senior Procurement Analyst will tabulate the results and provide an initial ranking matrix indicating the Committee's collective ranking of each Proposal. The Senior Procurement Analyst will present the composite evaluation results to the committee members, who may then submit their recommendation in accordance with the results of the scoring.

12. INTERVIEWS, SHORT-LISTING AND TESTING

The HCSO, at its sole discretion, may require Proposers to participate in on-site interviews and conduct demonstrations to the HCSO Evaluation Committee and other HCSO representatives, in an effort to clarify the Proposal(s) submitted or to compare to other Proposals.

Proposers should be prepared for detailed oral discussions to substantiate any or all of its submitted Proposal, including its qualifications to furnish the specified products and services. Proposers are cautioned not to rely on the possibility of interviews, presentations or demonstrations and to submit complete and comprehensive written responses to the RFP.

Any costs associated with oral discussions, demonstrations or testing are the sole responsibility of the Proposer(s).

The HCSO, at its sole discretion, may elect to create a short-list of the highest ranked Proposals based on the preliminary evaluations against the evaluation criteria. Only those short-listed Proposers would be invited to participate in interviews and/or presentations, demonstrations or to conduct field testing.

The HCSO reserves the rights to:

- A. Conduct pre-award discussions and/or pre-award negotiations with any or all responsible Proposers who provide responsive Proposals determined to be reasonably acceptable of being selected for award.
- B. Conduct personal interviews or require presentations of any or all Proposers prior to selection.
- C. Make investigations of the qualifications of Proposers as it deems appropriate, including, but not limited to, a background investigation conducted by the HCSO or any other law enforcement agency.
- D. Request that Proposer(s) modify its Proposal to more fully meet the needs of the HCSO or to furnish clarifications or additional information as determined reasonably necessary by the HCSO.
- E. Give fair and equal treatment with respect to opportunities for discussions and revisions of Proposals. Such revisions may be permitted after submission of Proposals if deemed in the best interests of the HCSO.
- F. Negotiate modifications to a Proposal, waive minor irregularities in the procedures, and/or reject any and all Proposals.
- G. Judge the Proposer(s) qualifications as the sole judge and reserve the right to verify all information offered by the Proposer(s), if deemed in the best interests of the HCSO.

Field testing, at the sole discretion of the HCSO, may be with one (1) or more Proposer(s) to evaluate the proposed Cameras and System against the specifications herein, including technical support services.

Proposer(s) may be required to ship a minimum of 60 Cameras to the HCSO for field testing. The HCSO will have an opportunity to test the proposed Cameras and System for a minimum of 30 days. All training, shipping, handling, and delivery costs will be the responsibility of the Proposer. The HCSO will provide any necessary insurance related to use or care of the Cameras and Data Evidence Management System used for testing.

13. AWARD

The Senior Procurement Analyst will submit the Evaluation Committee's final recommendation for award to the Division Commander and Chief Financial Officer (CFO), who will review and further recommend through the Chain of Command to the Sheriff, who will have the final decision as to the Award. The HCSO reserves the right to select for award the Proposal, which in the opinion of the Sheriff, offers the best value and best serves the requirements of the HCSO.

The HCSO also reserves the right to select options from one (1) or more Proposer(s) when in the best interest of the HCSO. The optional division of the Scope of Work or line item award will be evident in the formatting of the Proposal Response.

In the event two (2) or more Proposers have submitted the best Proposal, preference may be given in the award in the following order unless federal grant funds are used to procure: first, to the Proposer who has their principal place of business in Hillsborough County; second, to the Proposer who has a place of business in Hillsborough County; and, third, if the Proposers involved in the "tie proposal" situation are all located inside/outside Hillsborough County, the toss of a coin will be used to break the tie.

Award or No Award notifications will be sent to all Proposers. Proposal results will be available at our website <http://www.hcsotampa.fl.us>, on the Purchasing tab.

14. INFORMATION PRIVACY

It is understood and agreed upon by the Proposer in submitting a Proposal Package that the HCSO has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number of Proposals received, competitive technical information, competitive price information, and the HCSO evaluation concerns about competing proposals. Information released after award is subject to the disclosure requirements of Chapter 119, Fla. Stat. Proposers are enjoined from discussing or disclosing the content of any Proposal with competing Proposers during the evaluation and negotiation process.

15. CONTRACT DOCUMENT

The Contract between the HCSO and the Awarded Proposer shall consist of: (a) the RFP and any amendments thereto and (b) the Proposal Package submitted in response to the RFP. The HCSO reserves the right to clarify any contractual relationship in writing with the Awarded Proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Awarded Proposer's Proposal Package. In all other matters not affected by the written clarification, if any, the RFP and all amendments thereto shall govern. The Proposer is cautioned that the Proposal shall be subject to acceptance without further clarification.

To the extent that a provision of the Contract is contrary to the Constitution or laws of the State of Florida, or of the United States, the provision shall be void and unenforceable. However, the balance of the Contract shall remain in force between the Awarded Proposer and the HCSO.

16. PRECEDENCE

The Contract Document is complementary. What is called for by one is as binding as if called for by all. If the Awarded Proposer finds a conflict, error, or discrepancy in the Contract Document, they will call it to the Senior Procurement Analyst's attention in writing before proceeding with the Work. The Senior Procurement Analyst will respond with a written clarification based on the Project Manager's response.

Any delays associated with the clarification will be considered for time extensions only, but no damages for delay will be allowed.

In resolving such conflicts, errors, and discrepancies, the Contract Document shall be given preference in terms of the most stringent requirements as determined by the Project Manager. Enforcement of the most stringent requirements will be at the Sheriff's option. Any Work that may reasonably be inferred from the Contract Document as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, equipment, or services described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.

Clarifications and interpretations of the Contract Document shall be issued by the Senior Procurement Analyst. The Contract Document will be governed by the laws of the State of Florida.

17. ADDITION/DELETION

The HCSO reserves the right to add or delete any items from this Proposal or resulting Contract(s) when deemed to be in the best interest of the HCSO. All such additions, deletions or any change to the Scope of Work shall be addressed as either an amendment to the Proposal or a Change Order to the Contract requiring written notification and acknowledgement (refer to Processing Change Orders, Part B, Paragraph 26).

18. ESCALATION/DE-ESCALATION

The HCSO will allow an escalation/de-escalation provision in this Proposal. The escalation/de-escalation will be allowed provided the Awarded Proposer notifies the HCSO, Financial Services Division, of the pending increase or decrease a minimum of 60 calendar days prior to the end of the first two (2) year period for which the RFP was awarded. Said escalation shall consist of manufacturer's proof of increase and shall include each individual item, the amount of increase/decrease, and the applicable RFP Item Number. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.

19. CONTRACTUAL OBLIGATIONS

The Awarded Proposer may not sublet or subcontract any contractual obligations concerning this Proposal matter except as provided for in the written Contract between the HCSO and the Awarded Proposer. This statement does not prohibit subcontracting of the Work, but does prohibit subcontracting overall management obligations pertaining to the Work and requires the Awarded Proposer to retain ultimate liability for all contractual obligations.

20. DEFAULT

The Contract may be canceled or annulled by the HCSO CFO in whole or in part by written notice of default to the Awarded Proposer upon non-performance or violation of Contract terms. An award may be made to the next best responsive Proposal and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Proposer to deliver materials, equipment, or services within the time stipulated in this specification, unless extended in writing by the Financial Services Division, shall constitute contract default. The Awarded Proposer who defaults on contracts may be removed from the HCSO Vendor List for future contracts at the discretion of the CFO.

21. CANCELATION

When deemed to be in the best interest of the HCSO, any Contract(s) resulting from this RFP may be canceled by the following means:

- A. 10 calendar days' written notice with cause; or
- B. 30 calendar days' written notice without cause.

If it becomes necessary to terminate the Contract without cause, all materials, equipment, or services provided through the date of receipt of written notice of cancellation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

22. NEXT BEST PROPOSER

In the event of a default by the Awarded Proposer, the HCSO reserves the right to utilize the next best Proposer. In the event of this occurrence, the new Awarded Proposer shall be required to provide the Proposal items at the prices as contained on their Proposal for this RFP for the remainder of the award period.

23. CERTIFICATES OF INSURANCE

The Awarded Proposer shall not commence any Work in connection with this Contract until all of the following types of insurance have been obtained and such insurance has been approved by the HCSO, nor shall the Awarded Proposer allow any subcontractor/third party provider (if applicable) to commence any Work until all required insurance of the subcontractor/third party provider has been obtained and approved.

All insurance policies shall be with insurers qualified to do business in Florida. The HCSO shall be notified within 30 calendar days of cancellation, non-renewal, or change in the insurance coverage. The Awarded Proposer understands and agrees that the stipulated limits of coverage listed herein shall not be construed as a limitation of any potential liability to the HCSO, or to others, and the HCSO's failure to request, receive, or retain evidence of this insurance coverage shall not be construed as a waiver of the Awarded Proposer's obligation to provide and maintain the insurance coverage specified.

The Awarded Proposer understands and agrees that the HCSO does not waive its immunity and nothing herein shall be interpreted as a waiver of the HCSO's rights, including the limitation of waiver of immunity, as set forth in §768.28, Fla. Stat., or any other statutes, and the HCSO expressly reserves these rights to the fullest extent allowed by law.

- A. Worker's Compensation and Employer's Liability Insurance: The Awarded Proposer shall provide and maintain during the life of this Contract, Worker's Compensation Insurance and Employer's Liability Insurance for all employees engaged in work under this Contract in accordance with the laws of the State of Florida. The amount of Employer's Liability insurance shall not be less than the amount specified.
 - Worker's Compensation: Florida Statutory Requirements
 - Employer's Liability: \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee
- B. Commercial General Liability Insurance: The Awarded Proposer shall provide and maintain during the life of this Contract, Commercial General Liability Insurance to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising

injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one (1) year following completion of Work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

- \$1,000,000 per occurrence and \$2,000,000 general aggregate

C. Automobile Liability Insurance: The Awarded Proposer shall provide and maintain during the life of this Contract, Automobile Liability Insurance to be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles. The amount of each insurance type shall not be less than the amount specified.

- \$1,000,000 combined single limit

D. Cyber Liability Insurance: The Awarded Proposer shall provide when Contract involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services and products are involved. Coverage sufficiently broad to respond to the duties and obligations undertaken by Awarded Proposer, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses. The retroactive date of this “claims made” policy must be earlier than or equal to the start date of this Contract. The Other Party is required to continue to purchase this coverage for a minimum of three (3) years beyond the completion of this Project.

- \$2,000,000 per occurrence and \$2,000,000 aggregate

24. PROJECT MANAGEMENT

HCSO’s Project Management Team will be responsible for:

- Representing the interests of each Division/District/Squad and/or business units
- Assisting in the coordination of the implementation, customization, personalization, and use of the Cameras and System
- Assisting in the Cameras and System training as the HCSO implements, along with updating documentation as necessary based on the changes in processes
- Assess the required network infrastructure enhancements to handle the extra network traffic required
- Collecting and communicating feedback from deputies, backend users, clients (State Attorney’s Office [SAO], Law Enforcement Agencies [LEA])
- Reporting operational issues with the Cameras and System environment to the Project Manager as they are discovered
- Assisting in the testing of new or existing Cameras and System features as needed to ensure optimal performance
- Suggesting potentially useful enhancements to the Cameras and System environment as they relate to current needs, processes or anticipated changes
- Providing ongoing assessments determining improvements; establishing appropriate standards; processes improvements; resolving communication gaps; reducing inefficiencies.

25. PRE-QUALIFICATION OF SUBCONTRACTORS/THIRD PARTY PROVIDERS, CONTRACTORS, AND SUPPLIERS

All employees and/or subcontractors/third party providers of the Awarded Proposer which will work in a HCSO Facility or on Hillsborough County property may be required to have a background check by the HCSO prior to beginning work. All employees must comply with HCSO's policy and procedures which includes no smoking on any HCSO property. The Awarded Proposer shall be required to provide a work crew list, giving all personnel names and changes as they occur. The HCSO will perform the background checks in-house at no costs to the Awarded Proposer.

The Awarded Proposer/third party provider agrees, within seven (7) calendar days of receipt of a written request from the HCSO, to promptly remove and replace any subcontractors employed or retained by the Contract, which the HCSO shall request in writing to be removed with or without cause. If the HCSO requires the removal of any subcontractor, the Awarded Proposer shall submit a substitute acceptable to the HCSO, and the Contract price may be increased or decreased by the reasonable difference in costs associated with such substitution, providing proof of increase or decrease is provided. If the HCSO request was made without cause, an appropriate Change Order will be issued.

26. PROCESSING CHANGE ORDERS

Any changes which result in an increase or decrease in the Contract amount must be processed as a Change Order to the Contract. This will include but not be limited to changes in the Work requested by the HCSO, or any additions or deletions caused by unforeseen circumstances or requirements by government agencies. Any such changes will not invalidate this Contract. Change Orders will be numbered in sequence and dated.

Change Order requests will be submitted in writing and shall include the HCSO or the Awarded Proposer's detail of the service changes or circumstances surrounding the request and the Awarded Proposer's written quote representing an increase, decrease or no change to the Contract Sum. The resulting Change Order Request will be submitted by the Awarded Proposer to the Project Manager for approval by the CFO.

Any changes in the Contract Sum will be reflected on an amended Purchase Order as approved by the CFO in response to the appropriate requisition approved by the Division Commander. A copy of the amended Purchase Order will be provided to the Awarded Proposer.

Failure to follow Change Order instructions will result in the HCSO's refusal to pay a change to the Contract Sum.

Requests for estimates for possible changes are not to be considered Change Orders or authorization to proceed with the proposed changes. Requests from the HCSO for quotes regarding new Work not included in the original scope will not constitute a Change Order to this Contract.

27. AWARDED PROPOSER'S RESPONSIBILITIES

A. Supervision: The Awarded Proposer will supervise and direct the Work efficiently and with their best skill and attention. They will be solely responsible for the means, methods, techniques, sequences, and procedures unless specifically addressed in the Contract Document. The Awarded Proposer will be responsible for seeing that the finished Work complies accurately with the Contract Document. The Awarded Proposer will cooperate with and be responsible for coordination of the Work with other contractors at the site.

- B. Labor, Materials, and Equipment: The Awarded Proposer shall pay for all labor, materials, equipment, or services required to complete the Work as described in the Contract Document.

All materials and equipment will be new and of first class condition and first quality, except as otherwise provided in the Contract Document's Technical Specifications (Part C). If required by the Senior Procurement Analyst, the Awarded Proposer will furnish satisfactory evidence as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Document.

- C. Concerning Subcontractors/Third Party Providers: The Awarded Proposer will be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them, and of persons for whose acts any of them may be liable to the same extent as if they were employed by them. Nothing in the Contract shall create any contractual relationship between any subcontractors and the HCSO or any obligation on the part of the HCSO to pay or facilitate payment of any monies due any subcontractor, except as may otherwise be required by law. The HCSO may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Awarded Proposer for specific Work completed.

The Awarded Proposer agrees to bind specifically every subcontractor/third party provider to the applicable terms and conditions of the Contract Document for the benefit of the HCSO.

All Work performed for the Awarded Proposer by a subcontractor shall be pursuant to an appropriate written agreement between the Awarded Proposer and the subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the HCSO as trustee. The Awarded Proposer will pay each subcontractor an appropriate amount determined by value of the Work, of any insurance monies received by the Awarded Proposer under this insurance.

- D. Laws and Regulations: The Awarded Proposer will give notices and comply with all laws, ordinances, rules, codes and regulations applicable to the Work. If the Awarded Proposer observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, they will notify the HCSO promptly in writing. Any necessary changes will then be adjusted by an amendment to the RFP or appropriate Change Order. If the Awarded Proposer performs any Work that it knows or should have known to the contrary of such laws, ordinances, rules, codes, and regulations and without such notice to the HCSO, the Awarded Proposer will bear all related costs.
- E. Work Standards: The Awarded Proposer shall perform all Work under this Contract in accordance with manufacturer's specifications and recommendations, or accepted industry standards for the work elements specified in the Technical Specifications (Part C).

28. WARRANTIES

- A. The Awarded Proposer warrants that the Services and Products delivered under the Contract are merchantable and fit for the purpose for which contracted. The HCSO will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Proposal Response will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the Proposal.

- B. The material(s) supplied shall be guaranteed to be free from defect of composition, conception and workmanship for a minimum period one (1) year from the date of installation and final acceptance by the HCSO. Any parts or portions found not in accordance with this RFP will be rejected by the HCSO and returned to the Awarded Proposer at the Awarded Proposer's expense for immediate replacement.
- C. The Awarded Proposer will warrant all Work to be in direct compliance with all Federal, State and local laws, ordinances, codes, rules and regulations.
- D. During the warranty period, the Awarded Proposer will restore or remove and replace warranted equipment to its original specified condition in the event of failure.

29. MAINTENANCE AND SUPPORT

Maintenance and Support will begin upon the successful implementation and final acceptance by the HCSO of the System. The HCSO will not pay annual maintenance or support fees in advance of services being provided. Maintenance and support shall be provided to the HCSO at no charge for a minimum period of one (1) year after Final Acceptance by the HCSO.

30. DATA OWNERSHIP

The HCSO shall own all data and video that is stored in the System including the Awarded Proposer's Cloud, if applicable, with no transfer, conveyance, assignment, or sharing of data ownership to/with the Cloud. The HCSO must follow the State of Florida General Records Schedule. It will be the responsibility of the HCSO to notify the Awarded Proposer regarding deletion of any records. The Awarded Proposer's Cloud may not delete any records without written approval and/or notification from the HCSO.

31. INDEMNIFICATION

The Awarded Proposer will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom and (b) is cause in whole or in part by an act or omission of the Awarded Proposer, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by a party indemnified hereunder.

In any and all claims against the HCSO or any of its agents or employees by any employee of the Awarded Proposer, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Awarded Proposer or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The Awarded Proposer will indemnify and hold harmless the HCSO and anyone directly or indirectly employed by it from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent rights of copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

32. INVOICING AND PAYMENTS

The Awarded Proposer will invoice the HCSO for Work as completed. At a minimum, an invoice shall show: a unique invoice number, the Work site address, description of Work performed, materials, or equipment provided, reflecting proposed pricing.

It is a requirement of the HCSO to have the Project Manager (or designee) in the assigned Work area review and approve all invoices prior to the HCSO remitting payment.

Invoices shall be addressed to:

Hillsborough County Sheriff's Office
Accounts Payable
P.O. Box 3371
Tampa, Florida 33601

Or emailed to: accountspayable@hcsotampa.fl.us

Payment shall be made in accordance with §215.422, Fla. Stat., which states the vendor's rights and the HCSO responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 45 calendar days from date of receipt of a properly approved invoice.

Payments may be withheld because of any of the following conditions:

- 1) Defective Work not corrected
- 2) Failure of the Awarded Proposer to make payments for materials, labor, equipment or service
- 3) Continued failure to perform the Work in accordance with the terms and conditions set forth in this Contract
- 4) Legal or other claims by third parties relating to the Work performed under the Contract Document

33. EXCEPTIONS TO PROPOSAL

All Proposal submittals must clearly state with specific detail all deviations to the requirements imposed upon the Proposer by the General Terms and Conditions (Part A), the Special Provisions (Part B), and the Technical Specifications (Part C). Such deviations should be stated upon the Proposal Response (Part D) or appended thereto. Proposers are hereby advised that the HCSO will only consider Proposals that meet the specifications and other requirements imposed upon them by this RFP. In instances, where an exception is stated upon the Proposal Response (Part D), said Proposal will be subject to rejection by the HCSO in recognition of the fact that said Proposal does not meet the exact requirements imposed upon the Proposer by General Terms and Conditions (Part A), Special Provisions (Part B), and Technical Specifications (Part C).

PART C – TECHNICAL SPECIFICATIONS

1. **GENERAL OVERVIEW**

The purpose of this Request for Proposal (RFP) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to procure a commercially available Body Worn Camera System (Cameras) for use by Law Enforcement and Data Evidence Management System (System).

2. **PROJECT REQUIREMENTS:** Proposals shall adhere to the technical and scope requirements as set forth in this RFP, including but not limited to the following:

- A. The Camera must have a minimum 30 second pre-event capability with automatic activation upon pulling firearm from holster, with audio preferred.
- B. The Camera must have the ability to be worn in multiple positions on the uniform without current uniform modifications. See Exhibit D Uniform Pictures.

C. Technical Requirements Matrix (Exhibit A):

The Awarded Proposer shall provide all software (including any necessary third party software), hardware, communications and security necessary to provide the following capabilities to the HCSO. The Awarded Proposer shall provide all installation and other professional services necessary to ensure that the Cameras and System satisfies the detailed requirements specified in Exhibit A Technical Requirements Matrix for each category, including all services required for the customization or modification of all software, hardware, communications and security. The Categories are General, Cameras, Data Evidence Management System, Cloud Storage, and Local Storage. Below are the primary components to be referenced when completing Exhibit A:

i. Body Worn Camera Hardware

- 1. Camera
- 2. Battery Pack
- 3. Attachment Points Hardware
- 4. All Other Necessary Accessories
- 5. Docking/Charging Stations
- 6. All Camera/Docking/Sync/Power Cables Required
- 7. All Other Hardware Needed For Full Turn-Key Deployment

ii. Body Worn Camera Software

- 1. Camera Software
- 2. Desktop Camera Software Management
- 3. Cloud or Local Storage Management Console
- 4. Automated Access to Cloud or Local Storage/Archive
- 5. Administrative Software Management Console
- 6. Smartphone Management Software
- 7. CAD Interface Connectors

iii. Digital Body Worn Camera Network Infrastructure Requirements

- 1. Engineering Report on Estimated Bandwidth Needed for Cloud or Local uploads

Proposer shall provide responses for all requirements specified utilizing the following instructions to ensure accurate responses and enter one (1) response code per requirement using the legend below; more detailed descriptions of each is provided in Exhibit A Technical Requirements Matrix:

- SF: Standard Functionality
- NR: Provided in Next Release
- MD: Modification Required
- TP: Third Party Software Required
- NA: Cannot Meet Requirement

D. The Scope of Work to implement the Proposer's required components and services including, but are not limited to, all of the following areas:

- Implementation
- Project Management
- Communications
- Infrastructure/Environments Configuration
- Business Review, Gap Analysis and Solution Recommendation
- System/Application Configuration and Validation
- Data Conversion Analysis, Design and Development
- Customization/Interface Analysis, Design and Development
- Testing Strategy
- Training and Documentation
- Operations, Maintenance and Support

E. Global Requirements. The following are minimum global requirements to be provided by the System:

- All uploaded digital evidence shall be available on authorized network devices
- HCSO software and data may reside on the Cloud's server(s) securely accessible by user/password ADFS authentication via the Internet, via the HCSO LAN/WAN networks, and on workstations or laptops utilizing cellular provider air cards, **OR**
- HCSO software and data may reside on the HCSO's Local server(s) securely accessible by user/password ADFS authentication via the Intranet, via the HCSO LAN/WAN networks, and on workstations or laptops utilizing cellular provider air cards.
- Provide all implementation and support services with limited assistance from the HCSO

F. Software Installation and Data Requirements. The following are the minimum installation and data requirements for the proposed System:

- All Software required for the proposed System shall be installed and configured by the Awarded Proposer.
- Configuration of the System shall include all data requirements included in Exhibit A.

G. Equipment Requirements. The Proposer shall provide, as part of its cost proposal, an itemized cost breakdown for all hardware products required for use of the Cameras and System including but not limited to the following:

- Cloud Server(s) – Provide specifications if proposing a Cloud solution. Any server that must sit on the HCSO’s network shall be manufactured by Dell and have OpenManage installed or similar monitoring capability, **OR**
- Local Server(s) – Provide specifications if proposing a Local solution. Any server that must sit on the HCSO’s network shall be manufactured by Dell and have OpenManage installed or similar monitoring capability.
- If additional networking infrastructure is needed on the HCSO premises for any proposed system, the required equipment must be manufactured by Cisco, and Proposer shall provide proof of SmartNet/SmartPAC warranty for the duration of the Contract.
- Specifications and cost of any additional wireless communications or connectivity per device, including Cellular and WiFi, if needed.

The Awarded Proposer shall be responsible for the provided Cloud network infrastructure, communication, maintenance, repair, and replacement of all the Awarded Proposer provided hardware for the term of the Contract.

H. Disaster Recovery and System Administration Requirements for a Cloud Solution. The following are the minimum disaster recovery and system administration requirements for a Cloud solution, if proposed:

- Guaranteed Availability: The HCSO requires a guarantee of 99.999% uptime per month for all HCSO Cloud services hosted by the Awarded Proposer; a minimum of three (3) days prior notice for any planned maintenance; and, one (1) hour notice for downtime required for high-priority and/or security issues.
- The HCSO requires the Awarded Proposer to have at least one (1) secondary hosting facility, with real-time failover in the event that the primary Cloud facility fails or is not operational via the internet.
- All primary Cloud servers and/or failover sites shall be located in the United States.
- The primary and secondary Cloud locations shall be in different regions of the United States, and the secondary location shall be located outside the southeastern region of the United States or in a different region than the primary server, if the primary server is not located in the Southeastern United States.
- If the Awarded Proposer does not own and operate the primary or secondary Cloud site(s), then the Awarded Proposer shall provide all required documentation and references for this subcontracted service. The Awarded Proposer shall describe where indicated on Exhibit A.

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

- For Cloud solutions the Awarded Proposer’s information security program shall at minimum comply with the specific requirements set forth in the most current CJIS Security Policy (<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>), including any data being stored, transferred or manipulated. The Awarded Proposer shall allow for the HCSO’s designated representative to conduct a security evaluation and audit to confirm these security procedures and policies meet industry standard best practices.

- J. Technical Environment. The major components of the HCSO's technical environment to which the System will be required to be compatible shall include:
- i. Software. The Awarded Proposer's System shall integrate with following standard systems or services if the relevant functionality is provided by the proposed solution:
 - ERP Environment: Oracle JDEdwards 9.2
 - Existing Directory Services: Microsoft Active Directory and LDAP
 - Existing Email System: Zimbra Network Edition
 - Existing Cellular Phone Provider: AT&T FirstNet
 - Existing Wireless Data Provider: AT&T FirstNet
 - Existing Wireless VPN Provider: NetMotion® Mobility
 - Existing Versaterm CAD and RMS applications
 - Existing Windows® 10 platform, IOS based applications
 - ii. Software Maintenance. Any patches, revision changes, upgrades, or updates will be offered to the HCSO free of charge. This will include any new versions or major revisions to the software or new software, substantial defects, minor bugs, and resolution of any conflicts with HCSO operating systems released by the Awarded Proposer for storage and use of the Cameras and System for the length of the Contract. The HCSO will not incur any cost for these changes to the software or Cloud solution beyond agreed upon annual maintenance fees.
 - iii. Technical Support. The Awarded Proposer must have technical support services available, on a toll free basis, 24 hours a day, 7 days a week, during the Contract period with a one (1) hour or less response time to technical issues, with a clearly defined priority escalation process. The Awarded Proposer shall also provide on-site technical support when required. This on-site support may be requested when HCSO determines the problem cannot be corrected by telephone support. Proposers shall include a detailed description in the Part D Proposal Response outlining the technical support services offered including any limitations or additional costs thereof.

3. TESTING

The HCSO, at its sole discretion, may elect to conduct field testing with Proposer(s) to evaluate whether the proposed items can meet the specifications herein including technical support services.

Proposer(s) may be required to ship a minimum of 60 Cameras to HCSO for testing. HCSO will have an opportunity to test the proposed Cameras and System for a minimum of 30 days. All training, shipping, handling, and insurance costs will be the responsibility of the Proposer.

During the testing period, the HCSO will evaluate the proposed Cameras and System in static and fluid environments based on the following at a minimum:

- A. Ease of camera use
- B. Camera functionality
- C. Operation of the camera
- D. Video quality
- E. Field of vision and related options
- F. Camera sturdiness
- G. Security of attachment

- H. Video download capability
- I. Ease of access to recorded video
- J. Ease of use of the Data Management Evidence System
- K. Redaction functionality
- L. Data distribution capability
- M. Account administration
- N. Quality of access
- O. Storage rights
- P. Security functionality and options
- Q. Technical support
- R. Other criteria may be developed as a result of this RFP

4. TRAINING

The Awarded Proposer shall provide training for proposed Cameras and System solution. Training shall be conducted on-site at a designated location(s) provided by the HCSO and be coordinated with approved dates/time by the HCSO Project Manager. Training shall include advanced training for administration, train the trainer and end user training. The Awarded Proposer shall supply an electronic copy of all training materials to the HCSO. Additional training shall be made available via on-line videos or other resources on an ongoing basis throughout the term of the Contract. Proposers should provide a detailed description of the training services to be provided.

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PART D: PROPOSAL RESPONSE

The undersigned understands that this Proposal Package **must be signed** in ink and that the **unsigned** Proposal Package will be considered nonresponsive and subject to rejection by the Hillsborough County Sheriff's Office (HCSO).

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), AND TECHNICAL SPECIFICATIONS (PART C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID PROPOSER MAKES THIS PROPOSAL.

*** USE INK ONLY ***

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS

PROPOSAL TO BE CONSIDERED BY THE HCSO

EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) NOTED MAY CAUSE THIS PROPOSAL TO BE REJECTED BY THE HCSO. ALL PROPOSERS SHOULD CAREFULLY READ PARAGRAPH 33 OF THE SPECIAL PROVISIONS (PART B).

- 1. **EXCEPTIONS:** The following represents every deviation (itemized by number) to the foregoing General Terms and Conditions (Part A), Special Provisions (Part B), and Technical Specifications (Part C), upon which this Proposal is based, to wit:

2. CONTENT OF PROPOSAL

In order to ensure a uniform review of Proposals and to ensure the maximum degree of comparability, it is required that Proposals be organized and fastened or bound in the following manner and identified with tabs:

- **Title Page.** Include the name of Proposer's Company/Agency/Firm, address, telephone number, authorized contact's name, authorized contact's email address, date, and the title of the RFP.
- **Table of Contents.** Include a clear identification of the written material by section and by page number.
- **Exhibit C Proposal Response Check List.** Complete and submit Exhibit C for compliance of certain requirements identified in the RFP.
- **Tab 1. Addenda.** Include a signed copy of the addendum, or addenda associated with the RFP, if applicable. Incomplete proposals will not be considered.
- **Tab 2. Acknowledgement of General Terms and Conditions**
Page 9 completed and signed
- **Tab 3. Response to Proposal.** Provide a brief narrative describing the Proposer's understanding of the Work to be accomplished and make a positive commitment to perform the Work in Part B Special Provisions, Scope of Work. Please limit the narrative to no more than five (5) pages.
- **Tab 4. Part B Special Provisions, Proposer Experience and Qualifications.** Include all the requirements and/or documentation requested under Part B Special Provisions, Paragraphs 7A and 7B. Include a written, verifiable statement of experience in providing and managing similar services. If the Proposer does not possess an experience similar to the services required, Proposer shall provide any pertinent information or experience Proposer feels may qualify Proposer for consideration of award.
- **Tab 5. References.** Include a reference list of at least three (3) clients to whom the Proposer has provided services similar to those being proposed to the HCSO. This list will include the following information:
 - Name of Client
 - Date of Services
 - Project Budget, number of Cameras
 - Specify Cloud or Local System
 - Address
 - Contact Person
 - Telephone Number
 - Email Address
- **Tab 6. Exhibit A Technical Requirements Matrix.** Ensure a response is included for each individual requirement.
- **Tab 7. Project Plan.** Include all the requirements and/or documentation requested under Part B Special Provisions, Paragraphs 7C, 7D, 7E, 7G, 7H, 7I, 7J and 7K (if applicable). Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Proposer. This description should fully and completely demonstrate the Proposer's

intended methods for servicing the requirements. Proposers are also encouraged to provide any other pertinent information that will assist the HCSO in evaluating the proposed method of operation.

- **Tab 8. Contract Termination for Default/Convenience and Contract Litigation/Legal Proceedings.** Include all the requirements and/or documentation requested under Part B Special Provisions, Paragraphs 7L and 7M.
- **Tab 9. Compensation.** Submit an all-inclusive cost statement included as Exhibit B Cost Proposal. This sheet shall provide a detailed cost statement for providing the Cameras and System indicated in Part B, Paragraph 2 Scope of Work. Itemize fees, expenses and any optional costs separately.

The Proposer and its staff assigned to provide Services for the HCSO shall include travel and accommodation expenses in the Proposal price.

- **Tab 10. Exceptions and Proposer Affirmation and Declaration.** Include all the requirements and/or documentation requested under Part D Proposal Response, Paragraphs 1 and 3. The Affirmation and Declaration must be signed by an authorized representative of the Proposer and notarized.
- **Tab 11. Appendix I.** Complete Vendor Packet.
- **Tab 12. Appendix II.** Sign Acceptance of Appendix II.
- **Tab 13. Conflict of Interest.** Provide narrative, if applicable.

NOTE: Failure to submit a signed General Terms and Conditions Acknowledgment or failure to submit a signed and notarized Proposal Affirmation and Declaration with the Proposal Package will result in the Proposal being non-responsive. **NO EXCEPTIONS.**

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3. AFFIRMATION AND DECLARATION

At this present time we understand all requirements and warrant that as a serious Proposer we will comply with all the stipulations included in the Proposal Package, or as mutually agreed upon by subsequent negotiation.

The below named Proposer affirms and declares:

- a) That Proposer is of lawful age and that no other person, firm or corporation has any interest in this RFP offered to be entered into;
- b) That this Proposal Package is submitted without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud;
- c) That if the Proposer is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity;
- d) That if the Proposer is operating under a fictitious name, Proposer has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
- e) That the Proposer is not in arrears to Hillsborough County or the Sheriff upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Sheriff;
- f) That no officer, employee or person whose salary is payable in whole or in part from the HCSO, is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal Response; in the performance of the Contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in any portion of the profits thereof;
- g) That by submitting this RFP, the Proposer certifies that he/she has fully read and understands the RFP and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered;
- h) That by submitting this Proposal, the undersigned certifies compliance with Section 287.135, Fla. Stat. and for contracts for goods or services of \$1 million or more, that the Proposer is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Proposer is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Fla. Stat., the submission of a false certification may subject Proposer to civil penalties, attorney's fees, other costs and termination of any contract that is awarded.

The undersigned agrees that this Proposal shall remain open for 180 days following the opening of RFP's.

Respectfully submitted by,

Company Name: _____

Print Signer's Name Date

Signature of Company Officer Title

NOTE: THE ABOVE SIGNATURE OF AFFIRMATION AND THE SIGNATURE OF ACKNOWLEDGEMENT ON PAGE NINE (9), AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT AND RETURNED WITH YOUR PROPOSAL RESPONSE. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE PROPOSAL RESPONSE, PART D.

NOTARY REQUIRED

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me [] or has produced _____ as identification [].

Print Name: _____

My Commission Expires: _____

(SEAL)

STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to respond to this Request for Proposal, please return this form to:

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
Email: Purchasing@hcsso.tampa.fl.us or
Fax: 813-242-1826

We, the undersigned, have declined to respond to your Request for Proposal No. 18-19, Body Worn Cameras and Data Evidence Management System for the following reasons:

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Request for Proposal.
- We do not offer this service.
- Our Work schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond Requirements.
- Specifications unclear (explain below).
- Remove our company from your Vendor List.
- Other (specify below)

We understand that if the "no proposal" letter is not executed and returned, our name may be deleted from the list of qualified vendors for the Hillsborough County Sheriff's Office.

PLEASE PRINT - COMPANY NAME _____

COMPANY OFFICER _____

TELEPHONE NUMBER _____

DATE _____

SIGNATURE _____

**Below is an example of the information required on your Proposal Package.
You may use this as a label if you wish.**

CHAD CHRONISTER, SHERIFF
ATTN: PURCHASING
2008 E. 8TH AVE
TAMPA, FLORIDA 33605
813-247-8034

PROPOSAL PACKAGE SUBMITTAL

From: _____

RFP # 18-19

BODY WORN CAMERAS AND DATA EVIDENCE MANAGEMENT SYSTEM

OPENING DATE/TIME:

JULY 31, 2018 @ 3:00 PM