



REQUEST FOR PROPOSAL

Body Worn Camera and Video Management Solution

RFP No. 05-16-17

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

MONDAY, NOVEMBER 14, 2016 AT 3:30PM (LOCAL TIME)

SUBMITTAL DEADLINE

WEDNESDAY, NOVEMBER 30, 2016 AT 3:30PM (LOCAL TIME)

**CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FLORIDA 33161-4116**

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the Submittal deadline is solely and strictly the responsibility of the Respondent. The City of North Miami is not responsible for any delays caused by the United States post office, private courier services or any other means of delivery used by the Respondent for submittal of their Proposal.

Copies of this Solicitation document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **No. 05-16-17**

Contact Person: Alberto Destrade, Purchasing Director
Email: Purchasing@northmiamifl.gov– Telephone: (305) 895-9886



The City of North Miami, Florida, hereinafter referred to as “City”, is hereby soliciting Proposals from qualified firms to provide a turnkey, cloud based Body Worn Camera (BWC) and Video Management Solution (Solution) that is able to capture video from a police officer’s perspective and store the recorded video to a secure hosted website.

Please submit one (1) original Proposal, seven (7) copies of the original Proposal and one (1) digital copy on compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the Submittal deadline specified in the Solicitation Timetable below. **All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall.** Proposals received after said date and time will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. **Please clearly mark Proposals as follows:**

**IMPORTANT, SOLICITATION ENCLOSED”
Body Worn Camera and Video Management Solution
RFP No. 07-16-17**

The Solicitation Timetable is as follows:

Event	Date	Time
Advertisement Date:	Thursday, October 27, 2016	
Last Date for Receipt of Written Questions:	Monday, November 14, 2016	3:30pm
Submittal Deadline:	Wednesday, November 30, 2016	3:30pm
Evaluation Committee Interviews:	December 8th – 9th, 2016 (Tentative)	
City Council Contract Approval Date:	January 10, 2017	

Note: The City reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Department website.

Copies of this Solicitation may be obtained by contacting DemandStar by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or may be downloaded from the City’s Purchasing Department website at http://northmiamifl.gov/departments/Purchasing/current_bids_proposals.aspx

ACCEPTANCE AND REJECTIONS

The City reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the best value to the City. Please be advised that this Solicitation is issued subject to the City’s Cone of Silence Ordinance pursuant to Sections 7-192 and Sections 7-193 of the City’s Code of Ordinances prohibiting certain types of communications, as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect.

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade,
Purchasing Director

Table of Contents
Section and Title

<u>Section</u>	<u>Page</u>
Section 1.0 Instructions to Proposers /General Terms and Conditions	4
Section 2.0 Special Conditions	12
Section 3.0 Scope of Services & Technical Criteria	15
Section 4.0 Proposal Format	22
Section 5.0 Evaluation Criteria/Selection Process.....	28
Section 6.0 Price Proposal Form	31
Section 7.0 Cover Form and Checklist.....	36
Section 8.0 Appendix "A"	41

All of our contract forms are fill-in able and can be found on our website at:

<http://northmiamifl.gov/departments/Purchasing/forms.aspx>

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-3 Local Preference Affidavit
- A-3(a) Statement of Intent
- A-5 Acknowledgement of Addenda
- A-6 Disclosure of Subcontractors and Suppliers
- A-7 General Insurance Requirements
- A-14 References

SECTION 1.0 INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Awarded Respondent.
- c) "Contractor" or "Awarded Vendor" means the Proposer or Respondent that is awarded a Contract pursuant to this Solicitation.
- d) "BWC" shall mean Body Worn Camera devices.
- e) "VMS" shall mean Video Management Solution.
- f) "Solution" shall mean the Body Worn Camera and Video Management Storage Solution.
- g) "NMPD" shall mean the North Miami Police Department.
- h) "Department" means a department of the City of North Miami.
- i) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.
- j) "Proposer" or "Respondent." All Awarded vendors, consultants, organizations, Respondents or other entities submitting a response to this RFP.
- k) "Project" is the total sum of all Work and Services (as defined herein) to be performed under this Contract for Complete equine management services, including stables, public pony ride operations, and related services.
- l) "Scope of Services" or "Scope of Work" means the work to be performed by the Contractor.
- m) "Solicitation" means this Request for Proposal (RFP) document, and all associated addenda and attachments.
- n) "Subcontractors" or "Sub-consultant" shall mean any person, Respondent, entity or organization, other than the employees of the Awarded Vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Awarded vendor.
- o) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services to be provided by the Awarded Vendor to successfully perform the

Services required under this Solicitation, as more specifically detailed under Section 3.0 herein.

1.2 CITY OVERVIEW

The City of North Miami, Florida (with a population of over 61,000 residents) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest City in Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has over 500 employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and awarded vendors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our goal of identifying the most cost effective and competitive pricing, we strive to remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The Public Entity Crime Affidavit, (**Form "A-1"**) attached to this Solicitation, includes documentation that shall be executed by an

individual authorized to bind the Respondent. If the Public Entity Crime Affidavit is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements

1.5. PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors vendors, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any work or materials furnished.

1.6. LOBBYING

All Respondents, their agents and sub-consultants or sub-contractors, are hereby placed on notice that neither the City Council Members, any Evaluation Committee member, employees of the City or employees of any other sponsoring agency shall be lobbied either individually or collectively regarding this Solicitation. Respondents and their agents, sub-consultants or sub-contractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent, its agents, sub-consultants or sub-contractors who violate these guidelines will not be considered for review. The Purchasing Department shall be the only point of contact for questions and/or clarifications concerning this Solicitation, the selection process and the negotiation and award procedures.

1.7. SUSPENSION OF AWARDED VENDORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 of the City's Procurement Code, the City may temporarily or permanently suspend an Awarded Vendor from doing business with the City whenever said vendor materially breaches its Contract with the City, upon recommendation by the Purchasing Director. Any Proposal submitted by a Respondent, its sub-contractors, sub-consultants or vendors who are included on the City's "Suspension List" shall not be considered for review.

In addition, the principals of any Respondent or its sub-contractors, sub-consultants or vendors who are included on the City's "Suspension List" shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while they remain on said list. In the event of any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRES

Interested firms may contact the City's Purchasing Department regarding any general questions. However, questions relating to technical inquiries and/or clarification of specific criteria must be submitted to the Purchasing Department in writing, preferably via e-mail, to the address indicated on the cover page.

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers in the form of written addenda to be posted on the City's web site (www.northmiamifl.gov) and DemandStar by Onvia at www.demandstar.com or by calling toll free 1-800-711-1712 and requesting the corresponding document number.

1.9. ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10. ADDENDA

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of each Respondent to inquire and confirm whether any addenda has been issued by the City before the Solicitation deadline by either calling or checking the City's website (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number, prior to submittal of their Proposal. All addenda placed on the Demand Star can be down loaded.**

1.11. CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12. PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of

the City of North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13. CONTRACT

Proposers must understand that neither this Solicitation nor the responses submitted pursuant thereto shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

1.14. PROPOSAL COST

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submittal or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15. TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.16. SUBMITTAL AND OPENING OF PROPOSALS

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a submittal issued by any City office, receptionist or personnel other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not

accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17. ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submittal of a Proposal to the City.

1.18. WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are submitted, they become the property of the City and will not be returned to Respondents even when they are withdrawn from consideration.

Proposals may not be withdrawn or modified once the City has opened them after the Submittal Deadline has passed, except for any request from the City for clarifying information or request for documents during Contract negotiations.

1.19. PUBLIC RECORDS AND EXEMPTIONS

Please be advised that Proposals received by the City become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to public records disclosure provided by law, if any, by citing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. All Proposals shall be available for public inspection once the City posts notice of an intended decision or thirty (30) days after the opening of Proposals, whichever is earlier.

1.20. REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- a) When such rejection is in the interests of the City;

- b) If such Proposal is deemed non-responsive;
- c) If the Respondent is deemed non-responsible; or
- d) If the Proposal contains any materials irregularities.

Minor irregularities contained in a Proposal may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21. REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submittal requirements stipulated in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the requisite documentation, is submitted in a timely manner and has the appropriate signature as required on each document. **Failure to comply with any of these requirements may result in a Proposal being deemed non-responsive.**

1.22. PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS

An Evaluation Committee shall be established in accordance with the City’s Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 5.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondent for award, based solely on their review and evaluation of Proposals, to the City Manager without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee’s final evaluation following their interview of the selected firms. The Committee’s result and recommendation for award shall be submitted to the City Manager for review by the Purchasing Department.

1.23. CITY MANAGER'S REVIEW

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

- a) Approve the Committee's recommendation and submit to City Council for approval;
- b) Reject the Committee's recommendation and direct the Committee to re-evaluate and make further recommendation; or
- c) Reject all Proposals.

1.24 CITY COUNCIL REVIEW

Upon receipt of the City Manager's recommendation, the City Council may:

- a) Approve the City Manager's recommendation and authorize the contract or contract negotiations;
- b) Reject all Proposals; or
- c) Reject all Proposals and direct staff to re-issue a new Solicitation.

1.25 CONTRACT AWARD

The City anticipates the award of one Contract, but reserves the right to award more than one Contract under this Solicitation, if deemed to be in the interest of the City.

Prior to Contract execution, the awarded Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage in a timely manner shall be just cause for termination of the award.

1.26 PRICE PROPOSAL FORM

All Proposals submitted shall include the fully completed "Price Proposal Form" found in Section 6.0 of this Solicitation. Any Proposal which fails to include the fully completed "Price Proposal Form" or includes an incomplete form may be deemed "Non-Responsive" by the City.

1.27 NON-RESPONSIVE PROPOSALS

Proposals deemed to be Non-Responsive by the City shall not be considered for this Solicitation. A Proposal may be deemed Non-Responsive for various reasons including, but not limited to, failure to comply with the requirements of this Solicitation, failure to submit or fully complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of multiple Proposals from the same Respondent and/or its principals, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the submittal deadline.

1.28 CONE OF SILENCE

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and evaluation committee members upon issuance of said Solicitation (**see Appendix "A"**).

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings,

presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

1.29 SUBCONTRACTORS AND SUPPLIERS DISCLOSURE

This RFP requires that the Respondent must list any and all sub-contractors and/or sub-consultants who will perform any part of the Contract work and all suppliers who will supply equipment and/or products to the Respondent under this Contract. **Failure to comply with this requirement shall render the Proposal non-responsive.** Moreover, the selected Respondent shall not change or substitute sub-contractors, sub-consultants or suppliers from those listed in the Proposal without prior written approval of the City (**see Form A-6**).

1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires companies and individuals who wish to do business with the City to complete a vendor registration application before doing business with the City. Respondents need not register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of a Contract. Failure to register may result in withdrawal of recommendation to award. To register, please contact the Purchasing Department at (305) 895-9886 or you may download the vendor registration form at our website at www.northmiamifl.gov. It is the sole responsibility of the business entity to contact the City and update any changes to their vendor registration profile such as new address, telephone number, commodities, etc. as soon as they occur.

1.31 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if

any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.32 PROPRIETARY/ CONFIDENTIAL INFORMATION

[See Section 1.19 above]

1.33 LOCAL VENDOR PREFERENCE

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any of the following objective criteria (see Form A-3).

A local business shall be defined as:

- a) A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; or
- b) Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; or
- c) Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business preference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction

of the City. Failure to do so may result in being considered ineligible for local business preference.

1.24. RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are responsible for being familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.35 COMMUNITY BENEFITS PLAN

Not Applicable.

1.36 MODIFICATION OF PROPOSAL

No unsolicited modification to the submitted Proposal will be permitted after the deadline for submittal of Proposals has passed.

1.37 TRUTH IN NEGOTIATION STATEMENT

The selected Respondent must provide a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current" prior to Contract execution.

1.38 REVIEW OF PROPOSALS

[See Section 1.19 above]

1.39 LATE SUBMITTALS

The City will not accept Proposals received after opening time and encourages early submittal.

1.40 PROPOSAL OPENING

1.41 ATTORNEYS' FEES

In the event of any dispute arising under or related to this Solicitation and/or the Contract issued pursuant thereto, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Contract, including all such actual attorney fees, costs and expenses at all

judicial levels, including appeal, until such dispute is resolved with finality.

1.42 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with awarded vendors or Respondents providing professional services on Work assigned to the selected Respondent. All Respondents are hereby placed on notice that if awarded a Contract pursuant to this Solicitation, no person having such conflicting interest shall be employed by the Respondent.

1.43 CONSTRUCTION SERVICES

Not Applicable.

1.44 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 TERM OF CONTRACT

The initial term of the Contract shall be for five (5) years, with the first six (6) months being a trial period. In the event that the City determines that the Services of the selected Vendor are unsatisfactory on or before the end of the six (6) month trial period, the City reserves the right to terminate the Contract and pursue whatever alternate course of action it deems to be in the City's best interest including, but not limited to, negotiating a Contract for these Services with the next highest ranked Vendor.

Upon expiration of the initial term of this Contract and/or any renewals thereof, the City reserves the right to extend the Services of the selected Vendor for a period of time or term to be agreed upon by both parties.

2.2 OPTION TO RENEW

Prior to or upon completion of the initial term, the City shall have the option to renew this Contract for an additional five (5) years on a year-to-year basis. The initial contract price agreed to by the parties shall remain fixed for the entire term of this Contract.

2.3 METHOD OF AWARD

Please see Section 5.0 of this Solicitation.

2.4 INDEMNIFICATION AND INSURANCE

The Awarded vendor must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and/or Auto Liability Insurance. Awarded vendor shall guarantee all required insurances remain current and in effect throughout the term of Contract. All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period.

The insurance carriers shall have a minimum of B+ rating based on the latest rating publication of Property and Casualty Insurers of A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to commencement of Project. Awarded vendor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to this Project. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made for other projects undertaken by Awarded vendor.

Respondents must submit with their response, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

2.4.A COMMERCIAL GENERAL LIABILITY

With project dedicated minimum limits of **\$10.0 Million** per occurrence for bodily injury and property damage. This coverage shall also include personal and

advertising injury, medical payments and products completed operations to be maintained for 3 years after expiration of Contract with the City.

2.4.B COMMERCIAL AUTOMOBILE LIABILITY

With minimum limit of **\$1.0 Million**, covering any auto including non-owned, hired or leased

2.4.C WORKER'S COMPENSATION

As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease.

Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Awarded vendor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City 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 an Agreement by the Awarded vendor or its employees, agents, servants, partners principals or Subcontractors vendors.

Awarded vendor 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 City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Awarded vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Awarded vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Awarded vendor must submit, no later than five (5) days after award and prior to commencement of any Work, a Certificate of Insurance naming the City of North Miami as additional insured.

2.5 LEGAL REQUIREMENTS

Federal, State, County and City laws, ordinances, rules and regulations that in any manner affect the items and services covered herein apply. Lack of knowledge by the awarded Vendor will in no way be a cause for relief from this responsibility.

2.6 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the Proposer is awarded a contract under this Solicitation, the prices quoted by the Proposer on the Price Proposal Form shall remain fixed and firm during the initial term of this contract; provided, however, that the Proposal may offer incentive discounts from this fixed price to the City at any time during the contractual term.

2.7 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE AWARDED VENDOR

Unless otherwise provided in this Solicitation, the Awarded vendor shall furnish, all necessary labor, material and equipment for satisfactory performance of this Contract.

2.8 COUNCIL MEETING

Awarded vendor must be available to attend City Council meetings when required. Awarded vendor must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint's or handouts) if requested by Council and/or authorized City representative.

2.9 CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to the Purchasing Department, via email at Purchasing@northmiamifl.gov Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing from the Purchasing Department.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable section. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

END OF SECTION

SECTION 3.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 Introduction

The City is hereby soliciting proposals from 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.

Proposers shall be required to provide all body worn camera devices, cables, and components along with related 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.

3.2 Background

The City of North Miami administration is responsible for ensuring a safe and secure environment for its residents, as well for anyone who visits or transacts business within our community. Accordingly, the City's administration and specifically the NMPD are committed to serving the needs of our community with the utmost professionalism and highest standards of ethical conduct. This Solicitation shall serve to further re-assure our community of the City's commitment to full transparency and accountability.

The City's goal is that implementation of the proposed BWC and associated video management storage solution will not only allow our police officers to record specific situations while in the performance of their duties including, but not limited to, traffic stops, response to domestic disputes, etc., but may also serve as a tool for the NMPD to better evaluate the effectiveness of their officers' interaction with the general public.

It is anticipated that the City will procure approximately 120 BWC devices for use by NMPD officers and supervisors by means of this Solicitation. The proposed body worn camera and video management storage solution must be capable of supporting NMPD's current needs as well as capable of accommodating future growth, if needed.

3.3 BWC Program Criteria

The City desires a turn-key BWC that includes all hardware, software and any other goods or services required to meet the following criteria. The City anticipates initially purchasing 120 BWC's, which will be deployed by NMPD in phases, but reserves the right to increase or decrease the actual number in use without the need to extend the Contract term.

3.4 BWC Hardware Criteria

The City has established the following criteria for the proposed BWC hardware. ***Please note that certain specific criteria has been deemed "Mandatory" by the City and other criteria is designated as "Preferred".***

Mandatory Criteria

- a) Field of view: The BWC unit must have a view of at least 95° with a maximum view of 142°.
- b) Pre-event buffer: BWC must capture at least thirty (30) seconds of video (no audio) prior to officer initiating the recording.
- c) 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 (customizable settings) which allows them to be darkened during a tactical nighttime situation.
- d) Recording time: BWC must record for a minimum of 4 hours per activation to allow for lengthy interviews and investigations.
- e) Internal Storage: BWC must have a minimum of 64GB of internal storage memory and store at a minimum 24 hours of video on the device.
- f) Recording Speed: BWC frame rate must be no less than thirty (30) frames per second or better.
- g) Video safeguards: Users must not be able to delete or edit video on the camera.
- h) Video resolution: BWC must have a minimum of 720P or higher.
- i) Audio on/off settings. Audio and video should conform to MPEG 1-4 standards including color video.
- j) BWC must be capable of direct download viewable to computer either wireless or via USB cable.
- k) Upload and charging: Battery charging and docking for file transfer is required to be a concurrent process multi-docking station capable of automated upload and include a charging feature.

Preferred Criteria

- a) Multiple mounting options: The BWC should have multiple mounting options to accommodate varying field situations.
- b) Rechargeable battery life: BWC battery must have a minimum of twelve (12) hours of standby time using 720P or higher.
- c) Night Mode: NMPD 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.
- d) On-scene viewing: BWC must have the ability to view video on scene (live stream with delay) in the field and allow for entering of metadata.
- e) Configurable A/V settings: Bit rate (multiple settings to optimize file size and upload speed). Audio on/off settings. Audio and video should conform to MPEG 1-4 standards including color video.

3.5 VMS Criteria

The City has established the following criteria for the proposed VMS. ***Please note that the following criteria has been deemed “Mandatory” by the City.***

- 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 City and must be able to integrate with the City’s system.
- d) Solution shall allow for authorized users to be established based on various roles and permissions by the System Administrator.
- e) 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.
- f) Solution shall provide for remote viewing of the stored video for non-technical NMPD staff as well as others based on the permissions granted by the System Administrator.
- g) Authorized users should be able to search by name, date, event, device, case/incident number, etc.; as well as add case numbers, notes, etc. to each file within the Solution by category.

- h) 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).
- i) Solution software must allow officers to link the BWC, view videos, and attach metadata to recordings while on the field, and prior to uploading, through a one-end USB cable into a PC device.
- j) Solution must provide encryption in storage and transport, and provide security back-up of all data.
- k) Solution must securely store all videos and recordings in a way that only City authorized users and users authorized by NMPD can view.
- l) Solution must have the ability to share files internally and externally via secure links over the internet.
- m) Solution must have the ability to set variable retention rules per NMPD preferences.
- n) Solution must be playable/viewable by standard video player software, including Microsoft, QuickTime, etc. No proprietary file formats will be accepted.
- o) Solution must have the ability to set time tables for automatic deletion of files with notifications prior to deletion.
- p) 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.
- q) Solution must have the ability to preserve the raw file without editing.
- r) Solution must have security features that assured digital evidence will meet all standards for reliability in court.
- s) Solution must have a two tier storage capability for active video and long term storage needs.
- t) 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.

3.6 Active and Long Term Video Storage Criteria

The City has established the following criteria for active and long term video storage. ***Please note that certain specific criteria has been deemed "Mandatory" by the City and other criteria is designated as "Preferred".***

Mandatory Criteria

- a) Solution must allow for the video to be exported in an industry standard file format. (e.g. AVI, MPEG, MP4).
- b) Video storage must support a backend IP, externally hosted, based retrieval system available to multiple users.
- c) Storage solution must comply with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) data protection and transport (i.e. SSL) standards, etc.
- d) Data storage must be co-located and have an established Disaster Recovery (DR) solution to ensure Solution reliability.
- e) Upon request, the selected Proposer shall provide all data in an indexed and searchable format on an external hard drive to NMPD.
- f) Solution must allow the System Administrator to control the length of retention and deletion of videos.
- g) Solution should provide for sufficient storage capacity to comply with NMPD's retention guidelines.

Preferred Criteria

- a) Solution storage must provide a minimum of 24 hours of High Definition in-camera video storage.
- b) Solution must maintain and be able to export audit trail along with video.

3.7 Solution Security Criteria

The City has established the following criteria for the proposed Solution's security protocols. ***Please note that certain specific criteria has been deemed "Mandatory" by the City and other criteria is designated as "Preferred".***

Mandatory Criteria

- a) Provide the ability for each user to be uniquely identified by ID.
- b) Provide basic authentication through use of secure 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 ability to protect audit logs from unauthorized access and ensure that users cannot delete files or change settings.
- i) Provide ability to log activities performed by specific user ID and IP address and to time-date stamp all activities.
- j) Provide ability to identify and log all subsequent access points to ensure accountability is maintained throughout session.
- k) Provide centralized administration, user authorization, registration and termination.

Preferred Criteria

- a) Provide ability for concurrent sessions.
- b) Provide ability to log changes to administrative functions.
- c) Provide ability to automatically archive audit logs.
- d) Provide ability to set an unsuccessful access attempt limit and suspend IDs after reaching the unsuccessful access threshold.
- e) Provide ability to send alerts to administrators for unauthorized access attempts.
- f) Enable automatic logoff of ID after a defined period of session inactivity, and perform subsequent re-log-on password authentication.
- g) Provide ability to lock out user or group ID by date or time.

3.8 BWC Extended Warranty Requirements

Proposals shall include full warranty for the term of the contract and support on all items with each device purchased. Extended warranty shall be offered for all devices upon the expiration of the included one-year warranty. Proposals shall specify cost 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.

3.9 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. 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 **[Preferred]**, 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.

3.10 BWC On-Site Inventory

The selected Proposer shall provide the City, 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 NMPD.
- b) Stock will be available to NMPD at all times.
- c) Respondent must identify how long it will take to replenish requested stock upon notification from the City.
- d) All units will be maintained by NMPD for use as immediate replacements, when needed.
- e) Spare stock cannot be refurbished equipment.
- f) Equipment stock to include BWC's, and other ancillary equipment.
- h) Request for expedited delivery will be accommodated, at the expense of the City, on an as needed basis.

3.11 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.

The Proposer must agree to upgrade the BWC and Solution purchased by the City, at no additional cost, if a newer version becomes available during the term of the Contract.

3.12 Lost, Damaged, or Stolen Equipment

The selected Proposer shall be responsible for 10% of lost, damaged, or stolen equipment per calendar year for all active devices deployed. All other equipment lost, damaged, or stolen above the 10% will be paid at the expense of the City. ***[Respondent shall state if this percentage can be increased at no additional cost to the City]***

3.13 Services to be Provided

The selected Proposer must provide a detailed explanation and implementation timeline with their proposal response that confirms 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 NMPD. Proposers shall include the following information 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 120 BWC's may be required in the initial 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 NMPD staff. The selected Proposer will be required to assist NMPD staff to complete the deployment and be available to assist with any equipment or system issues.

The City requests that the selected Respondent must agree to be the sole contact for Services to be provided and/or requested by the City. The City shall not accept nor is willing to interact through a third party for Services to be rendered under this Contract.

3.14 Training Services

The selected Proposer shall provide system administration, power users, officers, diagnostic repair, and maintenance training to be designated by NMPD staff. It is anticipated that the training will be conducted in phases to be coordinated by the selected Vendor and NMPD.

Training shall be conducted on-site at a designated location provided by the NMPD and be coordinated with approved dates/time by the authorized NMPD project manager. The selected Proposer shall supply an electronic copy of all training materials to NMPD. 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. Respondents should provide a detailed description of the training services to be provided in their Proposal.

3.15 Emergency Response

The selected Proposer shall be required to provide NMPD 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 City 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 City, at full replacement value, established at the time of delivery.

The City reserves the right to extend this provision to cover other major City events and special needs, such as for City-wide elections or other events where there are expressed Public Safety consideration. Proposers should provide a detailed description on how these requirements will be met in their Proposal.

3.16 Termination Clause

In the event of termination of Services by either party, the Respondent must agree to hold the City's data for a minimum of ninety (90) days from termination and allow the City access to the data for purposes of transferring information to the City, at no additional cost to the City.

3.17 Response to Public Records Request

At the request to the City, the selected Respondent 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 in accordance with City policy.

The selected Proposer shall not charge the City for its services in complying with the public records requests in excess of the costs the City 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 City and the City retains the sole right and discretion of determining what records shall be produced in response to public records request directed to the City.

END OF SECTION

SECTION 4.0 PROPOSAL FORMAT

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL

4.1.1 GENERAL INSTRUCTIONS

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section. Neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. Also when submitting your one (1) complete scanned electronic copy on CD, DVD, or USB Flash Drive in Adobe or Word format be sure to promptly label with the your company's name, Solicitation number and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

4.1.2 COPIES

Please submit an original Proposal and be sure to clearly mark it as "Original". In addition, seven (7) duplicate copies of the original Proposal must also be submitted. Each copy of the Proposal is distributed to the Evaluation Committee if your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) compact disk (CD) or DVD (must be clearly labeled with Company Name, Solicitation No. & Title) or USB Flash Drive are also requested with this Solicitation.

4.1.3 SUBMITTAL

Proposals are to be submitted in a sealed envelope bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the deadline specified in the Solicitation Timetable. Immediately after the deadline passes all Proposals received on a timely basis shall be opened and read at the City Council Chambers located on the Second Floor of City Hall.

PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED

Address your Proposal to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161 (Please clearly mark your Proposal with the name and number of this Solicitation).

4.1.4 PROPOSAL FORMAT

The proposal must be in the following format:

1. COVER PAGE FORM

The Cover Page Form shall be submitted as part of the Solicitation. This Form must

be completely and neatly filled-in.

The Cover Page Form shall include the company name, identify the person authorized by law to render the Services (as registered with the State of Florida Division of Corporations) and title. In addition, the Respondent shall include the mailing address, telephone number, and e-mail address. The Respondent shall designate one duly authorized representative to receive all notices and be contacted by the City, as may be needed, in reference to this Solicitation.

2. PROPOSER'S EXPERIENCE AND PAST PERFORMANCE

- a) 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.
- b) 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 City). 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. QUALIFICATIONS OF KEY PERSONNEL AND SUBCONSULTANTS

- a) 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 sub-contractors or sub-consultants 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.
- b) 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.
- c) 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: Following submittal of the Proposal, the Respondent has a continuing obligation to advise the City of any changes, intended or otherwise, to the key personnel identified in its Proposal.

4. PROPOSED SOLUTION FUNCTIONALITY/APPROACH TO PROVIDING THE SERVICES

- a) 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.
- b) 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 2.0.
- c) 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 under the 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 City staffing required to complete the project.
- d) Provide a complete description of the proposed BWC device that is capable of meeting the requirements outlined under Section 2.0. Description should include BWC device capabilities, photos, and product information and specification sheets.
- e) Provide a detailed description of the proposed Video Management Storage Solution that meets the requirements outlined under Section 2.0. Please describe the Solution functionality, screen shots, and information as to how it works.
- f) Explain in detail the security measures that have been imposed on the proposed Video Management Storage Solution to maintain data integrity.
- g) 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.
- h) Provide a detailed description on how the Solution handles deletion and purging of videos.
- i) Provide a detailed description on how the proposed BWC and Video Management Solution can meet the active and long term video storage requirements outlined under Section 2.0.
- j) Provide a detailed description of the proposed BWC extended warranty options inclusive of all device offerings, warranty inclusions, exclusions, and applicable costs.
- k) Provide a detailed description of how equipment will be repaired and or replaced throughout the term of the agreement.

- l) Please describe your current hosting methodology and uptime percentage. Explain your redundancy and failover mechanism to ensure reliability and availability of the Solution.
- m) Provide the recommended hardware and software requirements for the proposed Solution to ensure optimal performance for all users.
- n) Provide a detailed description on how the BWC on-site inventory requirements can be met as outlined under Section 2.0.
- o) Provide a detailed description on how the lost, damaged, or stolen equipment requirements outlined under Section 2.0 can be met.
- p) 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.
- q) 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 NMPD users will be rolled out to meet the project objectives.
- r) Provide a detailed description on how the Emergency Response requirements outlined in Section 2.15 can be met.
- s) Provide a detailed description of the security measures of the proposed Solution, including information regarding how the proposed Solution will allow the City to define access to the data based on current industry best practices such as roles and permission lists by department as outlined under Section 2.0.
- t) Provide a detailed description of training that is offered as part of the Proposal to the City. 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 under Section 2.0.
- u) Provide a detailed description of Proposer's technical support services including telephone and email support, response times, escalation procedures, days and hours available, etc.
- v) Provide a detailed description on how the Emergency Response requirements outlined in Section 2.15 can be met.
- w) Provide system and data availability metrics from the last two years to demonstrate your Solution's uptime.
- x) 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 City of North Miami City data from other entities' supported data. How is this accomplished?
- y) 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.

5. **BWC AND VIDEO MANAGEMENT SOLUTION REQUIREMENTS**

Please describe the proposed BWC and Video Management Solution's ability to meet the minimum requirements outlined under Section 2.0 of the Solicitation.

6. **PRICE PROPOSAL FORM**

Respondents must include a fully completed Price Proposal Form (see Section 6.0) in order to be considered for this Solicitation. Although the proposed price will not be the sole factor to determine final ranking for this Solicitation, each Respondent should submit their best price as part of their Proposal.

Note: The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

7. **SPECIAL FEATURES, INCENTIVES AND/OR DISCOUNTS**

- Respondent shall describe any special features which distinguish its products and/or services from other similar products and/or services currently available in the marketplace.
- Respondent shall also describe proposed incentives and/or discounts, if any, which it offers to the City as part of its Proposal.

8. **REFERENCES**

Respondent shall submit examples of contracts with law enforcement agencies comparable to this Solicitation for the successful delivery and implementation of body worn camera and video management solution, preferably with law enforcement agencies within the State of Florida, within the last five (5) years.

Please submit the following information for each reference:

- Name and principal address of each Law Enforcement Agency.
- Name, title and contact information (telephone number, email address, mailing address, etc.) for the contract administrator for each agency.
- Contract information such as number and type of BWC devices, type of video storage/management system provided, and term of contract (commencement date, length of contract, etc.) for each agency.
- Please indicate if each of the referenced contracts are still in effect and provide the stated end date for each one.

9. **LOCAL BUSINESS PREFERENCE**

The evaluation of competitive solicitations is subject to Section 7-151 of the City's Purchasing Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any of the following objective criteria (**see Form A-3**).

Pursuant to Section 7-151, a "Local Business" is defined as one of the following:

- a) A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; or
- b) A business that has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; or
- c) A business that subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit **Form A-3(a)** as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

Note: The Respondent seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting documentation. Failure to do so may result in being considered ineligible for local business preference.

4.1.5 CONTRACT FORMS

The following forms must be submitted fully completed, executed and properly notarized, if applicable, as part of the Proposal.

The following forms must be submitted in the following order:

- Form A-1 Public Entity Crimes Affidavit
- Form A-2 Non-Collusion Certificate
- Form A-3 Local Preference Affidavit (***if applicable, attach documentation***)
- Form A-3(a) Statement of Intent (***if applicable***)
- Form A-5 Acknowledgement of Addenda (***if applicable***)
- Form A-6 Disclosure of Subcontractors vendors & Suppliers (***if applicable***)
- Form A-7 General Insurance Requirements
- Form A-14 References

All of our forms can now be found on our website at: <http://northmiamifl.gov/departments/purchasing/forms.aspx> These forms are fill –in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

In regards to “Form A-5 Acknowledgement of addenda”, it is the sole responsibility of the Respondent to check the City’s website at (http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx) for all applicable addenda.

END OF SECTION

SECTION 5.0

EVALUATION CRITERIA/SELECTION PROCESS

5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submittal requirements outlined in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the necessary documentation, is submitted in the format outlined in this Solicitation, is submitted in a timely manner 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.

This Contract will be awarded to the Respondent which provides the best value and is in the best interest of the City in accordance with City's Procurement Code.

5.2 EVALUATION PROCESS

The City shall appoint an Evaluation Committee to review and evaluate the qualifications, prior experience, proposed products, video management solutions, and price proposal of each Respondent.

Respondents who have met the responsiveness and responsibility conditions will be evaluated by the Committee in accordance with the criteria detailed under this Section. Evaluation Committee members will independently score the Proposals based on the merit of each Proposal, as determined by the Evaluation Committee members, to meet the requirements stated in this Solicitation. The total number of points scored by each Evaluation Committee member will be based on the maximum points available for each of the factors detailed under Section 5.3.

5.3 EVALUATION OF PROPOSALS

Criteria will be scored on a scale of **"0" to "100"** per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is **100 points per Evaluation Committee member**. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total of the Committee's score for each Respondent, adjusted by the Local Business Preference factor.

A) BWC / VIDEO MANAGEMENT SOLUTION / ADDITIONAL CRITERIA MAXIMUM POINTS – 40 POINTS

This category is based on the 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 City's needs described in this Solicitation including, but not limited to, the following:

1. BWC Device Criteria
2. Video Management Solution (Redaction Solution)
3. Video Storage (Active/Long Term)
4. Solution Security Criteria
5. Additional Criteria (e.g. warranty, special features, incentives, etc.)

**B) PROPOSER’S EXPERIENCE AND QUALIFICATIONS
MAXIMUM POINTS – 20 POINTS**

This category is based on the Proposer’s experience and qualifications, including that of key personnel and sub-consultants assigned to this Contract, with focus on the successful implementation of similar programs with other law enforcement agencies.

**C) PROPOSER’S APPROACH AND METHODOLOGY
MAXIMUM POINTS – 10 POINTS**

This category is based on the Proposer’s approach and methodology to providing the services requested in this Solicitation including, but not limited to, Solution usability, configuration, implementation, training, maintenance and technical and support services.

**D) PROPOSED PRICE
MAXIMUM POINTS – 20 POINTS**

This category is based on the proposed price components, as well as price incentives and/or discounts, if any, offered by the Respondent.

**E) REFERENCES
MAXIMUM POINTS – 10 POINTS**

This category is based on the quality of responses received from the previous clients listed by the Proposer as references.

BWC / Video Management Solution / Additional Criteria	40
Experience and Qualifications of Proposer/Assigned Personnel/Sub-consultants	20
Proposer’s Approach and Methodology	10
Price Proposal	20
References	10
Maximum Evaluation Committee Member Score:	100

5.4 COMMITTEE INTERVIEWS

The Evaluation Committee may choose to invite Respondents to make a presentation and respond to questions from the Committee as part of the Evaluation process. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The Respondent’s presentation may clarify and

summarize the content of its Proposal, but may not modify the prior written submission. Any communication between the Committee members and the Respondent made during the course of the interviews are intended primarily for purposes of providing clarification of the content the Proposal and are not to be construed as a "negotiation" of terms by either party.

The final rankings shall be based on the scores issued by the Evaluation Committee based on either their review of the qualifications of each Proposal solely or the results of the Committee interviews, if any. The final scores from the Evaluation Committee will be adjusted based on the applicable Local Business Preference.

5.5 NEGOTIATIONS

The City may award a Contract to the highest ranked firm based solely on their initial Proposal. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

Nonetheless, if the City proceeds to negotiate a Contract with the highest ranked firm and is unable to reach an agreement, the City reserves the right to terminate negotiations and may begin negotiations with the next ranked responsible and responsive Proposer. This process may continue until a contract acceptable to the City Manager has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any firm selected for negotiations may be required to provide the City with the following information:

- 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 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 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.

END OF SECTION



SECTION 6.0 PRICE PROPOSAL FORM



**SECTION 6.0
PRICE PROPOSAL FORM
BODY WORN CAMERAS AND VIDEO MANAGEMENT SOLUTION**

INSTRUCTIONS

The Proposer’s price shall be submitted on this “Price Proposal Form”. All sections of this form must be filled in (**Note:** If not applicable, the Proposer must indicate as such “N/A”).

The proposed pricing must include, but not be limited to, the body worn camera device and accessories, associated video management software, hosted storage of video, configuration, implementation, training services, ongoing hosting, maintenance, and technical support services, and professional services required to meet the criteria outlined under Section 3.0 of this Solicitation.

PROPOSED PRICE

The proposed price shall be inclusive of all cost factors needed to successfully implement and maintain the services described under Section 3.0. **Please provide a total price for the initial five (5) year term.**

DESCRIPTION	TOTAL
Body Worn Camera Devices and Accessories <i>(Provide cost breakdown in Table-1 below)</i>	\$
Software License/Hosting/Maintenance/Technical Support Service Fees for Video Management Solution (Redaction) <i>(Provide cost breakdown in Table-2 below)</i>	\$
Professional Services <i>(Provide cost breakdown in Table-3 below)</i>	\$
Testing and Configuration Services <i>(Provide cost breakdown in Table-4 below)</i>	\$
Training (including travel and miscellaneous expenses) <i>(Provide cost breakdown in Table-5 below)</i>	\$
TOTAL PRICE (INITIAL FIVE-YEAR TERM)	\$

BREAKDOWN OF PROPOSED PRICE

The Proposer shall provide a breakdown of the total proposed price by categories as indicated below:

TABLE - 1: BREAKDOWN FOR PROPOSED BODY WORN CAMERA DEVICES AND ASSOCIATED ACCESSORIES			
Body Worn Camera (Manufacturer and Model Number)	Quantity	Unit Price Per BWC and Accessories	Total Price (Unit Price x Quantity)
	120	\$	\$
Total for Proposed Body Worn Camera Devices And Associated Accessories:			\$

TABLE - 2: SOFTWARE LICENSE, HOSTING, MAINTENANCE AND TECHNICAL SUPPORT SERVICES FEES / REDACTION		
Description	Annual Fee	Extended Total
Software License, Hosting, Maintenance and Technical Support Services		\$
		\$
		\$
		\$
Total For Software License, Hosting, Maintenance and Technical Support Services:		\$

TABLE - 3: BREAKDOWN FOR PROFESSIONAL SERVICES		
Description	Proposed Number of Hours	Unit Price Per Hour
		\$
		\$
		\$
		\$
Total For Professional Services:		\$

TABLE - 4: BREAKDOWN FOR TESTING AND CONFIGURATION SERVICES		
Description	Proposed Number of Hours	Unit Price Per Hour
		\$
		\$
		\$
		\$
Total For Testing and Configuration Services:		\$

TABLE - 5: BREAKDOWN FOR TRAINING (including travel and miscellaneous expenses)		
Description	Proposed Number of Training Days	Unit Price Per Day Of Training
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total For Training:		\$

OPTIONAL PRODUCTS/SERVICES

The Proposer shall also include any optional products/services other than those included above under the “Total Proposed Price”, such as the cost of renewing software licenses beyond the initial five-year term, for consideration by the City.

These optional products/services must be submitted and clearly marked separate from the above components for the initial five-year “Total Proposed Price”.



**SECTION 7.0
COVER FORM & CHECKLIST**



COVER PAGE & CONTACT INFORMATION

BODY WORN CAMERA & VIDEO MANAGEMENT SOLUTION

RFP 05-16-17

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of
Proposer(s):

Federal Employee
Identification (FEIN)
Number:

Mailing Address:

City, State, Zip Code:

Contact Person:

Title:

Email Address:

Telephone Number:

Fax Number:



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.
3. The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____



CHECKLIST

BODY WORN CAMERA & VIDEO MANAGEMENT SOLUTION

RFP 05-16-17

This checklist is provided for the Respondent's convenience only and outlines the document which must be submitted as part of the Proposal. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this Checklist serves as a guide only and may not necessarily include all of the requirements listed throughout this Solicitation. Each Respondent is solely responsible for ensuring that all of the requirements of this Solicitation are fully addressed in their Proposal.

Company Name: _____

No.	Narrative Description	Checklist
1)	Cover Page	<input type="checkbox"/>
2)	Proposer's Experience and Past Performance	<input type="checkbox"/>
3)	Qualifications of Key Personnel & Sub-consultants	<input type="checkbox"/>
4)	Proposed Approach to Services	<input type="checkbox"/>
5)	BWC and Video Management Solution	<input type="checkbox"/>
6)	Price Proposal Form	<input type="checkbox"/>
7)	Special Features / Incentives <i>(if applicable)</i>	<input type="checkbox"/>
8)	References	<input type="checkbox"/>
9)	Local Business Preference <i>(if applicable)</i>	<input type="checkbox"/>
10)	Contract Forms <i>(see Table of Contents)</i>	<input type="checkbox"/>
11)	State of Florida active Sunbiz Report	<input type="checkbox"/>

FOR PURCHASING OFFICE USE ONLY

<input type="checkbox"/>	Responsive	<input type="checkbox"/>	Non-Responsive	<input type="checkbox"/>	Other: _____
Comment: _____					



SECTION 7.0
APPENDIX "A"

The Purchasing Department has advertised a Solicitation that affects all City of North Miami Departments. The Cone of Silence, as noted below, is in effect until such award is presented to and approved by the City Council. This Solicitation can be found on www.demandstar.com and on http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx Please do not communicate with vendors regarding:

Body Worn Camera and Video Management Solution RFP No. 05-16-17

DIVISION 8. CONE OF SILENCE

Sec. 7-192. Cone of Silence.

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) Cone of silence is defined to mean a PROHIBITION on:

(1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;

(3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

(4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

(5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;

(2) Communications with the city attorney and his or her staff;

(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Sec. 7-193. Procedure.

(a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the city clerk, with a copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.

(c) Exceptions. The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees,

contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.