City of Baltimore Department of Finance Bureau of Purchases

Request for Proposals for Body Worn Cameras

(Scope of Work and Bidder Forms)
Part 1 of 2

Solicitation Number: **B50004050**

Due Date: July 29, 2015 at 11:00 A.M.

Any questions concerning this solicitation should be directed immediately to the CitiBuy Q&A Tab.

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Important Notice to Vendors

Regarding Registration as a Requirement for Bidding/Proposing

- Anyone wishing to submit a bid or proposal must first be on the
 official bidder list for this solicitation. This is to ensure that bidders receive all subsequent information and addenda related to this
 solicitation.
- To be added to the bidder list you must be registered in CitiBuy and then download the solicitation.
- To register go to www.baltimorecitibuy.org and click on the "Register" link above the log in box.
- Bids / Proposals submitted by vendors who are not on the official bidder list will be returned as non-responsive.

Solicitation

Sealed bids or proposals submitted in accordance with the instructions contained in the Submission Instructions and addressed to the

Board of Estimates

for furnishing and delivering products or services as described herein and summarized in the table below

will be received in the

Office of the City Comptroller Room 204, City Hall, 100 North Holliday Street Baltimore, Maryland 21202

and will be publicly opened by the Board of Estimates on the date and at the times indicated below.

Late submissions will not be accepted.

MINORITY PARTICIPATION REQUIREMENT	Not Required
BID BOND	\$50,000.00
PERFORMANCE BOND	Annual Contract Amount (as determined by City)
PRE-BID MEETING DATE & TIME	July 8, 2015 at 1:00PM City Hall 2 nd Floor, 100 N. Holliday St., Baltimore MD 21202
DUE DATE & TIME	Wednesday July 29, 2015 at 11:00 A.M. local time.
PUBLIC OPENING DATE & TIME	Wednesday July 29, 2015 at 12 Noon local time.

Approved For Legal Sufficiency	Timothy Krus, CPPO	_
Assistant City Solicitor	City Purchasing Agent	

Statement of Work

(NOTE: Where this section differs from the General Conditions, this section shall prevail.)

SW1. BACKGROUND:

- A. The Baltimore Police Department ("BPD") is the 8th largest police department in the United States with approximately 2,800 sworn personnel serving a diverse community of over 620,000 residents. The BPD is committed to increasing transparency and accountability and adopting best practices in the rapidly evolving field of law enforcement. As such, the BPD intends to pilot and implement an advanced Body Worn Camera ("BWC") program.
- B. On October 17, 2014, Mayor Stephanie Rawlings-Blake created the Baltimore City Working Group on the Use and Implementation of BWCs (the "Working Group"). The Working Group, composed of stakeholders within the community and various City agencies, spent four months holding public meetings and engaging in extensive discourse concerning the merits of implementing a BWC program in the City. The Working Group concluded that pursuing a BWC program could be an important law enforcement tool, as well as increasing transparency and accountability for the BPD. The purpose of this Request for Proposals (RFP) is for the BPD to enter into a contract for a BWC system solution with a qualified Offeror (the "Contract").
- C. The Mayor and City Council of Baltimore ("City") on behalf of the BPD requests qualified Offerors to propose a turnkey BWC solution for the exclusive use of the BPD. The assumptions to be used are: procurement of 2500 BWCs, associated peripherals and recommended spares, training, warranties and a hosted storage solution during the term of the Contract, including all renewal options.
- D. The Pilot Program (the "Pilot") will last a minimum of 60 days and include 155 individual officers. Fifteen officers from the Special Enforcement Section ("SES") will participate, while the remaining officers (140) will be divided among three of the City's nine districts: Eastern District, Central District, and Western District. Each of the three districts' four shifts will outfit 11 to 12 officers with BWCs. The Offerors selected to participate in the Pilot are responsible for notifying the City and BPD what technology and/or infrastructure will be required at the districts to ensure the Pilot is successful. In addition to field-testing, officers will wear the BWCs in a controlled environment to assess how they perform in in various lighting situations, different temperature and weather conditions, and during arrest and control scenarios. The quantity of BWCs to be supplied for the Pilot would be based on the number of Offerors selected to participate, but shall in no event will the total Pilot exceed 160 cameras (155 for field testing and 5 for controlled testing).
- E. Once a BWC system is chosen, and the Contract is awarded, the full implementation will occur over the following four years and include a total of 2,500 BWCs. It is expected that members in all nine police districts, plus personnel assigned to SES, will receive BWCs, with the goal of 500 BWCs issued each year for the first three years, during the term of the Contract. The initial deployment of 500 BWCs will occur in the same districts (Eastern, Central and Western) as participated in the Pilot. The quantity will vary by district based on number of officers assigned to each respective district. The City and BPD expect that during the fourth year of the Contract, an additional 1,000 cameras will be supplied to officers who are not assigned to patrol but have regular contact with the public. During the fifth and final year of the initial term, the BWC program will be fully operational with 2,500 BWCs. The 2,500 count does not include reserve cameras, which must be readily available to replace any cameras that are damaged or need repair. The number of reserve cameras actually required will depend on the awarded

vendor's recommended spares program, but will be estimated at a minimum of 5% of the total number of BWCs issued, for purposes of price evaluation. Offerors shall include these spares in its BWC cost/maintenance cost listed in the Price Proposal.

- F. BPD's core router is located in the Headquarters building. Each of the nine Districts has a 10 Gb fiber connection to Headquarters. Satellite locations have a 1 Gb connection to Headquarters. All internet traffic routes to Headquarters. BPD Headquarters currently has a 200 Mb connection to the Internet with plans to increase the bandwidth. As with the Pilot, BPD will be responsible for procuring any technology identified by the Offeror which is not the responsibility of the vendor, such as IT communication or security infrastructure needed to support the implementation of the BWC program. However, the successful BWC vendor shall be responsible for providing a complete turnkey system, including hosting. Assume that BPD does not have a dedicated facility for video retention, and that all data storage (unless clearly stated otherwise) will be provided by the Offeror. However the video footage captured on the camera must be the sole property of BPD (not the City) and must be able to be downloaded, copied or otherwise retained by BPD. The Offeror consents to this as an explicit condition of this Contract. The Offeror understands that the footage created when worn by a member of BPD or other government employee will necessarily become a public record subject to disclosure pursuant to applicable state law.
- G. The City will be responsible for procuring a separate contract for video redaction services, which is not a part of this Solicitation.

SW2. TERM OF CONTRACT:

- A. Effective Date. Upon approval of the Board of Estimates, the initial term of this Contract shall begin on the specific date directed by the Board of Estimates or, in the absence of a specific date, on the date the Board approves the award.
- B. Expiration Date. The initial term of this Contract shall expire **five years** from the effective date.
- C. Renewals: The Contract shall contain an option to renew on the same terms and conditions for **two additional one-year terms** at the sole discretion of the City.
- D. The City reserves the right to enter into additional contracts near the date of expiration to ensure continuity of service provided to the City. Purchase orders may overlap by as much as six months.

SW3. PRE-BID CONFERENCE/SITE VISIT:

A Pre-Bid Conference will be held at 1:00PM, on July 8, 2015, in the Board of Estimates Room. This is located on the 2nd Floor of City Hall, at 100 N. Holliday Street, Baltimore, MD 21202.

SW4. SCHEDULE

Activity	Date/Time
Release Request for Proposals	June 16, 2015
Pre-Bid Conference	July 8, 2015
Deadline to Submit Questions	July 22, 2015
ANSWERS POSTED ON CITIBUY	ON-GOING/cutoff date –July 22, 2015
Deadline for Proposal Submission	July 29, 2015 11:00 AM
Proposals Opened by Comptroller	July 29, 2015 12:00 PM

Evaluation Committee Commences Review	August 11, 2015
Invitations Sent Out for Oral Presentation	August 21, 2015
Notices Sent To Vendors – Pilot Participation	September 18, 2015
Vendor Implementation and Training for Pilot	October 5, 2015
Pilot Commences	October 26, 2015
Pilot Concludes	December 18, 2015
City Opens Price Proposals	January 20, 2016
Contract Award	February 24, 2016

SW5. BID GUARANTEE (BOND/CHECK):

A bid guarantee in the amount of \$50,000.00 shall be submitted with the Technical Proposal. See Solicitation Part 2, GC3, for information regarding format of the bid guarantee.

SW6. PERFORMANCE GUARANTEE:

A performance guarantee, in the annual contract amount, as determined by the City, shall be executed after award, but prior to performance. See Solicitation Part 2, GC4, for information regarding format of the performance guarantee.

SW7. METHOD OF AWARD:

- A. The City's proposal evaluation will be a two-step process. Technical and Pilot participation elements will be scored, as well as price. Price proposals shall be submitted in a sealed envelope, and clearly marked. Only price proposals from Offerors meeting the minimum technical score will be opened, as detailed in the Selection Criteria Section. The City may, at its sole discretion, enter into negotiations with Offerors receiving sufficiently high and acceptable overall technical proposal evaluation scores, and invite "best and final offers" prior to contract award, as deemed to be in the best interest of the City.
- B. Submission of proposals and/or participation in the Pilot does not commit the City to award a contract, nor shall the City and/or BPD be responsible for any costs or expenses incurred by Offerors in responding or participating.
- C. The BWC program, which is fully funded for the initial year of the Contract, may be terminated and/or modified by the City, should appropriation for the continuance of this program not occur.
 - D. Any Proposal submitted in response to this RFP shall be valid through July 1, 2016.
- E. The City requires all vendors to have an approved authorized procurement document (i.e.: a contract and purchase order) in possession prior to providing and delivering any goods or services. Entering into contracts and agreements "verbally" is prohibited. Any vendor who delivers goods and/or performs services to the City without an approved authorized procurement instrument does so entirely at its own risk, and faces the possibility of not being paid.
- F. Prior to award, the awardee shall execute the Contract documents, and promptly return the same to the City, which Contract shall be considered fully executed when approved by the Board of Estimates.
 - G. After award, and prior to the issuance of the Purchase Order, the vendor shall provide a

current valid Certificate of Insurance, Performance Bond etc., as required, and in accordance with the General Terms and Conditions (Pt.2).

SW8. TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

- A. Proper Submittal of ALL documentation as required by this RFP, and in the requested format, is required for evaluation.
 - a. It is NOT necessary to return every page of this document with the proposal; return ONLY the pages which require signatures and are required TABS listed below;
 - b. Printed material shall be submitted in a binder format with TABS. Failure to clearly and specifically address each of the items listed below may result in the proposal NOT being evaluated or considered for award.
 - c. Do not submit printed product brochures in lieu of specific responses. The evaluation team will not search through- out the proposal package for your responses nor attempt to draw conclusions from non-specific responses or sales brochures.

B. TAB ONE (1) - OFFEROR'S Profile and Submittal Letter

- a. Please provide a submittal letter including the full name and address of your organization and identify the parent company if you are a subsidiary. Specify the branch office or other subordinate element that will perform, or assist in performing, work under this Contract resulting from this RFP process. Indicate whether you operate as a corporation, partnership, JV, or any other arrangement. Include the state in which you are incorporated or licensed to operate. Provide the name, phone number, email address, and fax number for your proposal contact. The letter must include the following information, and be signed by a company representative authorized to enter into contracts:
 - 1. Company history with respect to BWC technology;
 - Describe the project team managing and supporting this Contract, to include: size of staff, names of key personnel (to include project management) and experience of these individuals in the delivery and support of BWC technology contracts;
 - 3. Status of current projects, estimated cost and completion dates; and
 - 4. Customer References Provide a detailed description of your firm's involvement in projects of similar size and scope. Provide a minimum of three references from past/present clients for projects similar in scope. Provide agency name and address, the name, title and phone number of each reference, and a project start and/or completion date.

C. TAB TWO (2) - EXECUTIVE SUMMARY- Specific to this Project (25 pages maximum).

- a. Offeror shall provide the City with the key elements and unique features of the proposal by describing how the Offeror will provide the best technical and operational BWC solution. The Executive Summary shall be BPD-specific, not a generic marketing statement.
- b. The Executive Summary must include a schedule of major milestones-including deliverables to accomplish full BWC implementation.

c. The executive summary should also identify any program risk areas and proposed solutions/ approaches, including a discussion of Vendor Hosted Storage options and security architecture.

D. TAB THREE (3) - BODY WORN CAMERA TECHNICAL SPECIFICATION AND FUNCTIONALITY REQUIREMENTS

- a. Pursuant to the DETAILED SPECIFICATION section included herein, discuss all parameters and/or answer all questions. The Offeror's solution should be a full and complete BWC program.
- b. NOTE: Reponses provided will be validated during the Pilot prior to the final ranking of the Offerors. If the specifications and functionality cannot be validated, the ranking of the Offeror shall be adjusted accordingly.

E. TAB FOUR (4) - PRODUCT DEVELOPMENT/VISION (5 pages maximum)

- a. The Offeror shall describe the continuing evolution of the proposed hardware and software. Discuss future versions in addition to the proposed version and new releases of the software that are developed and the methods by which clients are kept informed of new releases, builds, known bugs and fixes.
- b. The Offeror shall provide information concerning current and anticipated research and development and how new functionality could enhance the solution described in the proposal.

F. TAB FIVE (5) - MAINTENANCE, SUPPORT AND WARRANTY DETAIL

- a. BPD requires a perpetual, non-exclusive license. BPD prefers an enterprise license, but will consider other licensing models that offer sufficient licenses to meet the needs during each year of the Contract, and allow for expansion of the BWC program to the entire BPD without additional cost beyond the initial award.
- b. The Offeror shall include all maintenance, service level agreements (SLA), and end user license agreements (EULA). These agreements shall be specific to the solution proposed, not merely blank or generic forms. The Offeror shall clearly indicate if these agreements or, specifically, what portions of the agreements are subject to negotiation. These agreements and the flexibility of the Offeror shall be considered during the evaluation of the proposal.
- c. The Offeror shall include all details on warranties, maintenance and support offered on proposed hardware and software, inclusive of implementation support services, application maintenance and support, and interface support.
- d. The Offeror shall include details on any optional plans that offer routine equipment replacements under the terms of an extended warranty or maintenance agreement. ALL COSTS for an extended warranty or maintenance agreement should be detailed in the PRICING PROPOSAL (sealed in Envelope B).
- e. The Offeror shall provide detailed definitions of the terms "upgrade to software" and "update to software". The Offeror must coordinate software updates with the BPD's IT department. The Offeror shall state whether either or both of these are included as part of maintenance and support at no charge. The Offeror shall detail how baseline product software and firmware releases, which are provided periodically to address technical, functional, regulatory changes, or changes to business practices, will be provided to the City and BPD and what documentation updates will be provided to the City and BPD with a release.
- f. The Offeror shall provide a protocol for how issues and defects shall be prioritized and corrected. The Offeror shall include a ranking scale, definition of problems which are included, and how and when the issue shall be resolved,

- including specific response times for each rank of defect. The City reserves the right to negotiate the ranking and service level agreements for repair/resolution of specific defects.
- g. The Offeror shall provide details of the process to be used to address client requests for enhancements or corrections to the software and whether enhancements that are added to the software are provided as an upgrade at no charge to all clients.
- h. The Offeror shall describe the support to be provided to the BPD. Full and continuous coverage (twenty-four hour, seven days a week, 365 days per year), is required. With regard to the support program, address in detail access to a secure website, help desk support, including specific methods (phone, email, web) and method of defect corrections to baseline product software.
- i. The software provided under the Contract shall not be considered a Work for Hire, under GC8 of Part 2 of this Solicitation.

G. TAB SIX (6) - TRAINING PLAN

- a. This section does not apply to the training required for implementation of the Pilot phase of evaluation, which will be discussed with Offerors invited to participate.
- b. Operations: The Offeror shall provide BPD with a "train-the-trainer" level course for a minimum of 25 officers, who will receive both initial training, and annual refresher training. Training should, at a minimum, include all operational and administrative requirements based upon BPD's usage policies, which will be made available to the Offeror after award. These officers shall be provided with sufficient training materials and equipment for all officer training scheduled for the life of the Contract, to remain current with hardware and software updates.
- c. Advanced/IT Support Training: The Offeror shall provide an advanced training course for a recommended number of students consistent with the size of the proposed BWC program, but no less than 10 students. The training should at minimum, focus on the areas related to the BWC system operation; use of equipment, maintenance, troubleshooting, assigning equipment, change-out of components in need of repair, account management, video management, and video security, to remain current with hardware and software updates.
- d. Stakeholder Access Training: Describe the available training options for additional agencies, such as the State's Attorney's Office, which will require access to stored audio/video.
- e. Provide a description of each training plan and schedule.

H. TAB SEVEN (7) - VENDOR HOSTED STORAGE SOLUTION

- a. The BWC system (including but not limited to the storage solution) must be compliant with the most current version of the Criminal Justice Information Services (CJIS) Security Policy
- b. The BPD shall retain sole ownership of all recordings made both during the evaluation phase and while under Contract. The use and/or release of any recording by the selected Offeror or anyone affiliated with the Offeror, except as necessary to meet the requirements of the Contract, is strictly prohibited without the written consent of the BPD. All Offerors, and all subcontractors, partners, etc. shall be required to enter into a Non-Disclosure Agreement prior to the collection of any recordings.

- c. The location of all storage sites which will store BPD's BWC recordings shall remain within the United States, and no recordings shall be accessible or routed outside of the United States at any time, or for any reason.
- d. Describe what happens at the termination of the Contract. Describe your willingness to and the process of providing BPD the ability to export/download and move original recordings with all metadata to other storage options, i.e. alternate hosted storage solution, local storage or a local Digital Evidence Management System. Describe whether the process differs for transfer of cold storage data.
- e. Describe archival, hot and cold storage solutions, and disaster recovery options. Discuss potential savings as defined by system storage days for the various storage solutions. Describe capability to respond to requests to pull video from cold storage, and include time required to download video from storage.
- f. Provide a network diagram that outlines the information technology network infrastructure and equipment utilized to support the hosted solution. Include all network connections, remote access services and wireless connectivity; all access control devices (for example: firewall, packet filters, intrusion detection and access-list routers), and all back-up or redundant servers.

I. TAB EIGHT (8) - REQUIRED SIGNED DOCUMENTS

- a. Non-Disclosure Agreements (attached hereto as Attachments A and B, and incorporated by reference into this document, in accordance with GC (9) (A)).
- b. Insurance evidence of ability to obtain required Insurance Coverage
- c. Bid Affidavits
- d. Bid Guarantee
- e. Any other required documents

SW9. SEALED PRICE PROPOSAL – SUBMITTAL REQUIREMENTS

Complete the Exhibit detailing all costs associated with proposed solutions and include itemized costs for all hardware (including recommended spares), software and services to meet the requirements of the DETAILED SPECIFICATIONS. However, the costs included may not reflect the final cost for all licensed users insofar as the ultimate number of BWC units, users, and storage requirements shall not be finalized until contract negotiation and execution, and/or subsequent appropriations.

SW10. TECHNICAL PROPOSAL EVALUATION - SELECTION CRITERIA

- A. During PHASE ONE each proposal will be evaluated by the Evaluation Committee. Proposals will be evaluated to determine if the proposal receives a sufficient score to be included in the PHASE TWO Pilot based on the following criteria, including key parameters:
 - (1) EXPERIENCE Offeror's ability, capacity, skill and financial strength to provide the requested service, as well as project understanding and approach. Proposed project team, organizational structure, experience, and success in projects of similar content and size (TABS 1 and 2).
 - (2) CAPABILITY- Technical capabilities of BWC Hardware, Recording Management Solution (TAB 3), and the BWC hosted video storage (TABS 2,4 and 7) Criteria related to the power, recording quality and capability, data storage format and capacity, durability, interface ability, storage capacity or features available for the equipment/system to perform or assist in performing one or more relevant tasks.

- (3) IMPLEMENTATION AND TRAINING Criteria related to the installation, or implementation of a BWC system in a public safety law enforcement environment. (TABS 2,3 and 6)
- (4) SUPPORT Criteria related to warranty, the life-cycle maintenance of a piece of equipment or system and technical support options, including support response times. (TAB 5)
- (5) FUTURE TECHNOLOGY IMPROVEMENTS Additional features in development, updates, Offeror's use of technology to minimize cost, including methods employed in the areas of interface and integration with other software. (TABS 4 and 5)
- B. The maximum score available to Offerors during PHASE ONE is 300 points. A minimum of 250 points is required for Offeror's solution to be considered in PHASE TWO.
- C. During PHASE TWO each Offeror invited to participate will be evaluated in both controlled protocols and field testing. Each Offeror invited to participate bears the costs associated with Pilot participation, including, but not limited to, setup and training, docking stations, storage of data created during the Pilot, and the inadvertent destruction of Offeror's property during the Field Pilot or controlled environment testing. The current vision for the Pilot, as described in the BACKGROUND section, includes 155 officers participating in the Pilot, which will continue for sixty days. The total quantity of BWCs to be supplied for the Pilot would be based on the number of Offerors selected to participate, but shall in no event exceed 160 BWCs (155 for field testing and 5 for controlled testing). All equipment provided for the field testing will be returned after award, per the General Terms & Conditions (Pt. 2)
 - D. The Testing Period Evaluation Factors include:
 - (1) BWC USABILITY- Criteria related to the quality of the user's experience with the operational capabilities of the equipment and system. This includes ease of use, functionality, weight, durability, charging options, efficiency and overall satisfaction with the equipment/system.
 - (2) DOCKING STREAMING Criteria related to data streaming capability, and ease of data tagging.
 - (3) STORAGE SYSTEM search and retrieval, distributed data capabilities, account administration, auditing and storage rights.
- E. The maximum score available to Offerors during PHASE TWO is 300 points. A minimum of 250 points is required to open the Offeror's price proposal.

SW11. TOTAL PROPOSAL SCORE

- A. The total proposal score is the sum of points achieved on the technical proposal (PHASE ONE and PHASE TWO), and Price Proposal points achieved. The price proposals of those Offerors achieving the necessary minimum technical score will be opened by the Board of Estimates.
- B. Prices will be ranked with the lowest price receiving a full score of 400 POINTS, the remaining proposals will receive a score calculated by dividing the lowest price by the second, (or third, etc..) proposal price as follows:

(Lowest Proposal Price/ Proposal Price) X 400

SW12. BID RESPONSIVENESS & RESPONSIBILITY

A. An Offeror is considered 'Responsive' if it has conformed and complied in all material aspects with all instructions herein, including form and substance, and has prepared, signed, assembled and submitted all documents, forms and other information required herein in

the prescribed format (including electronic response if required). See the instructions, forms and checklist in Section B, below.

- B. An Offeror is considered 'Responsible' if it has the experience, and the capability, integrity and commitment to provide all resources, including financial and technical, necessary for the complete and proper performance of the work specified herein, in accordance with all of the terms and conditions, as will be determined by the City.
- C. Offeror's must clearly demonstrate, at the time of the proposal submission, that they have the necessary experience, and have the resources and capacity to fulfill, provide and/or perform all of the requirements and provisions of this Solicitation/Contract.
- D. Offerors are instructed to adhere to and follow all instructions in the Submission Instructions in Pt. 2 (separately attached).
- E. The City and/or BPD may make such investigations as it deems necessary to determine the ability and responsiveness of the Offeror to perform the work required by this Solicitation, and the Offeror shall furnish to the City and BPD all such information requested for this purpose.
- F. However, failure by the City or BPD to discover, or even attempt to discover, any inability of the bidder shall in no way excuse poor/non-performance by the Contractor, nor shall it diminish the City or BPD's right to find the Contractor in breach of the Contract due to poor/non-performance as specified elsewhere herein under Section GC38.
- G. The City reserves the right, at the sole discretion of the City, to contact all references offered by the bidder with no further permission from the Offeror, and to follow-up on other reference leads generated.
- H. The Board of Estimates reserves the right to reject the offer of any Offeror that the City and BPD determines is not qualified or desirable due to information discovered as a result of the proposal and evaluation process, or by some other credible source or method other than through the evaluation criteria set forth herein, or if the City determines that a conflict of interest exists.
- I. The City reserves the right to reject the offer of any Offeror that has a significant outstanding debt to the City or BPD.
- J. The City reserves the right to reject all proposals and to cancel this Solicitation, or to revise the detailed specifications and issue an addenda or a new solicitation if the City determines at its sole discretion that for any reason, rejection, amending, cancellation, or re-solicitation is in BPD or the City's best interest.

SW13. PRICING:

- A. Refer to the Proposal Price Sheet in Section B.
- B. Each bidder shall include unit and/or extended bid prices on the bid page(s) as required thereon. All original unit prices for this Contract shall remain firm and fixed for the full initial contract term.
- C. Delivery costs shall be included in all bid pricing. No other costs such as fuel charges, material fees or miscellaneous charges may be added.
- D. All of the quantities and/or dollar estimates stated herein and/or on the Bid Price Sheet(s) are quantities only for the sole purpose of equal competitive bidding, evaluation and award, and are in no way, either expressly or implied, to be considered as guaranteed amounts. The City reserves the right to order more or less of the equipment, products and services stated in this solicitation based on the needs of the BPD and availability of budgetary funds. The City also reserves the right to order other equipment, products and services related to those stated in this Solicitation as may be required by the City or BPD.
- E. These unit prices shall cover the cost of all tools, labor, loading and unloading transportation, demurrage, delivery, material, as well as all royalties for patents, patented articles,

materials, appliances, processes, compositions, combinations, technical on-site consultation, if necessary, special equipment/services, demurrage costs, means, and things used in connection with providing the requested products and services to the BPD and City under this Contract. The City will pay, and the Contractor shall accept, the applicable unit and/or total price stipulated in the specifications and bid sheet attached hereto as full compensation for furnishing and delivering the product(s)/service(s).

F. In the event of a discrepancy between a unit price(s), and/or the total prices, the unit prices shall prevail, and the total prices will be adjusted accordingly.

SW14. PAYMENT SCHEDULE:

- A. A master blanket purchase order will be issued by the City, against which the City will place orders and make payments from time to time as requirements develop. The Contractor will receive notice of a master blanket Purchase Order by email, from CitiBuy (the City's online system). This provision adds to the terms and conditions of the General Terms & Conditions of Proposal and Contract (See Pt. 2).
- B. Contractor must have a release purchase order from a blanket purchase order, in hand prior to accepting orders. Neither the City nor BPD issues verbal purchase orders. Any vendor who performs services without an approved authorized procurement instrument does so entirely at its own risk and faces the probability of having payment delayed or denied.
- C. To submit an invoice to the City for goods or services that your company has provided, follow these guidelines to ensure timely payment.
 - i. E-mail the invoice to: City-Payables@baltimorecity.gov
 - ii. Place the Purchase Order (PO) number on the invoice. Master Blanket contract PO's begin with the letter P followed by six numbers, a colon, and a release number (e.g. P123456:123).
 - iii. Provide the receiving City Agency's name and address on the PO for the goods or services provided on the invoice (example: Baltimore Police Dept).
 - iv. Ensure that the information on the PO matches the information on the invoice including, but not limited to, prices or quantities of goods provided to the City and BPD.
 - v. The Contractor shall prepare and submit a separate invoice for each product shipment or service provided. Refer also to Section 'Detailed Specifications' for additional job ticket and invoice instructions. Each invoice shall include as a minimum:
 - 1. The delivery location;
 - 2. The itemized unit price as provided in the bid sheet;
 - 3. If training services were provided, the name & title of person(s) that performed the service, the number of hours, and the hourly rate per the price sheets for each person or service as described herein;
 - 4. Total combined cost of all items and services provided; and
 - 5. Signature and date.
 - D. Any payment(s) due under the terms of this Contract shall be made to "Director of Finance." Wiring instructions may be obtained from the Bureau of Treasury Management at 410-396-3744 or 3745.

E. Payment shall be mailed or delivered to: Director of Finance, Collections Division Room One, Abel Wolman Municipal Building, 200 N. Holliday Street, Baltimore, MD 21202.

SW15. PRICE ESCALATION:

- A. Bid Price escalation/adjustment requests, if submitted, must be received by the City on behalf of BPD no less than forty-five days prior to the end of the first term of the Contract, and any subsequent one-year renewal term thereafter. Price escalation will not be allowed on the annual pricing offered by Offeror. Contractor shall show, with adequate supporting documentation as determined by City, that the requested increase is general in scope, and not specific to the City or BPD.
- B. The City may accept or reject any unit price adjustment request either in whole or in part. The acceptance or rejection shall be in writing prior to any price adjustment taking effect.
- C. If the City rejects the Contractor's price adjustment request, the Contractor may first appeal to the City Purchasing Agent and, if unsuccessful, either continue the Contract under existing pricing or request that the City terminate the Contract and reissue a solicitation, but shall not, on its own, terminate or discontinue providing the product or service until approved by the City.
- D. Prices for the **initial contract term** shall remain firm and will not be covered by this provision.
- E. The Contractor may request a unit price escalation/adjustment increase or decrease, but only for the **renewal terms**.
 - F. New prices accepted by the City shall remain firm for the next term.

SW16. SUBCONTRACTING:

- A. Services specified in this Solicitation that are ordered from any specific contractor must be provided by that contractor (i.e., the awarded vendor), not by subcontractors. Awardees/Contractors shall not subcontract unless they have prior written approval from the City.
 - B. Refer also to Sections GC31 and GC39.

SW17. POINT OF CONTACT & QUESTIONS

- A. During the bidding process, any potential bidder having questions regarding any part of this Solicitation and/or attachments or addenda shall submit them in writing, only through Q&A feature in CitiBuy to the Buyer indicated on the front cover of this Solicitation. The City will only respond to questions submitted through the Q&A feature in CitiBuy, whereby, all questions and answers will be posted.
- B. During the evaluation and award process, bidders are hereby instructed to communicate only with the Buyer indicated on the front cover of this Solicitation.
- C. Following award, the Contract will be maintained with a representative(s), to be determined, for all implementation and day-to-day operational issues. Any subsequent issue that will result in a change to or renewal of the Contract shall be communicated through the Buyer and approved in writing by the City Purchasing Agent in consultation with BPD and/or the Board of Estimates before the change or renewal takes effect.

SW18. INSURANCE REQUIREMENTS: The following coverage(s) shall be provided:

A. Commercial General Liability at \$1,000,000 per Occurrence; \$3,000,000 Aggregate.

- B. Cyber Liability Insurance including but not limited to Network Privacy and Security at a limit of not less than Five Million Dollars (\$5,000,000) per occurrence with an aggregate limit of Five Million Dollars (\$5,000,000) is required. If coverage is purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form. Additionally, a three (3) year extended reporting period is required for those policies written on a "Claim's Made Basis".
- C. The Contractor shall maintain Technology Errors and Omissions Liability Insurance, with annual, aggregate limits of no less than One Million Dollars (\$1,000,000), pertaining to programming errors, software performance, and performance failures rendered by the Contractor or its agents or employees. If coverage is purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form. Additionally, a three (3) year extended reporting period is required for those policies written on a "Claim's Made Basis". Said policy shall be for services performed, pursuant to this Contract, either directly or indirectly, which involve or require technology related services.
- D. Commercial Excess / Umbrella Liability at limits of not less than Five Million Dollars (\$5,000,000) per occurrence for claims arising out of bodily injuries or death and property damages. With those policies with aggregate limits, a minimum limit of Five Million Dollars (\$5,000,000) is required. Such insurance shall include contractual liability insurance.
- E. Worker's Compensation, Minimum Statutory Requirement. Also refer to the Certificate of Insurance Coverage page in Section 'B'. The Contractor agrees by entering into this Contract to a Waiver of Subrogation in favor of the City and BPD for each required policy herein. See also Section GC23.

SW19. CONTRACTOR RESPONSIBILITIES:

- A. To provide and deliver all products and/or services specified herein and as requested by the City and/or BPD in accordance with the Detailed Specifications.
- B. To comply with all of the terms and conditions contained within this Solicitation and all other relevant documents.
- C. To provide the name and contact numbers for the person/s who will oversee the service as required herein, and also an alternate person to ensure the needs of the City and/or BPD are met in a timely manner.
- D. To obtain a Release Purchase Order issued by the Bureau of Purchases prior to supplying and delivering each order.
- E. (1) Provide the name and contact information for an employee of Service Provider who shall serve as Customer's primary security contact and shall be available to assist twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;(2) notify BPD and the City of any security breaches as soon as practicable, but no later than twenty four (24) hours after Provider becomes aware of it; and (3) notify BPD and the City of any security breaches by telephone and email with a read receipt
- F. Fully and reasonably cooperate with BPD and the City in the handling of the security matter, including, without limitation: (1) assisting with any investigation;(2)

providing customer with physical access to the facilities and operations affected; (3) facilitating interviews with Provider's employees and others involved with the matter;(4) making available all relevant records, logs, files, data reporting and other materials required to comply with the applicable law, regulation, industry standards or as otherwise reasonably required by BPD or the City.

SW20. OMISSIONS & ERRORS:

- A. Rectification of any errors and inclusion of any omissions within this Solicitation document that would preclude the proper functions of the products/services specified herein, and as intended by the City or BPD, shall be the responsibility of the vendor.
- B. Such omissions and errors shall immediately be brought to the attention of the Buyer noted on the cover of this Solicitation, via CitiBuy.

SW21. CITY RESPONSIBILITIES

To properly order services and/or products under this Solicitation/Contract, oversee the service and inspect and approve the services/products delivered, request purchase orders, and review and approve invoices for payment processing.

SW22. ASSIGNMENT OF CITY RESPONSIBILITIES TO BPD

The City may, at any time, assign all or a portion of this Contract, including the rights and obligations created hereunder, to BPD, and Contractor agrees to recognize such assignment. If any assignee of the City shall assume all of the City's obligations and duties hereunder, City shall thereafter have no rights, duties, liabilities or obligations under this Contract and in the event of any breach hereof, Contractor shall pursue all rights on account thereof solely against such assignee.

SW23. MODIFICATIONS DUE TO CHANGE IN LAW

The City shall reserve the right to make changes in the Contract which may be required as a result of changes in law and/or the imposition of binding rules and regulations. This term adds to Section GC49.

SW24. CONFLICT OF INTEREST AVOIDANCE:

- A. No official, employee, representative or member of the City or BPD who is representing the City or BPD shall have any personal and/or financial interest in this Solicitation / Contract, either direct or indirect, including but not limited to developing the solicitation, bidding, evaluation, awarding, contract monitoring and performance, with the exception of members of the City personnel resources required to process and administer this Solicitation/Contract.
- B. Any person having any personal and/or financial interest in this Solicitation/Contract and/or in any firm bidding on or receiving an award under this Solicitation shall not participate in any decision made pertaining to this Solicitation/Contract, including but not limited to developing the solicitation, bidding, evaluation, awarding, contract monitoring and performance, except as may be otherwise specifically required by the terms, conditions and specifications of this Solicitation.
 - C. This term adds to Section GC11.

SW25. DISCRIMINATION AGAINST SUBCONTRACTORS:

A. As part of its proposal, the Offeror shall provide to the City a list of all instances within the past five (5) years where there has been a final adjudicated determination in a

legal or administrative proceeding in the State of Maryland that the bidder has discriminated against its subcontractors, suppliers, vendors, or commercial customers on the basis of race, gender religion, national origin, ethnicity, sexual orientation, gender identity or expression, age or disability, and a description of any resulting sanction entered and remedial action taken.

PROGRAMS – SEE APPLICABILITY AND REQUIREMENTS

SW-PROGRAM-1. MBE/WBE PARTICIPATION:

None required

SW-PROGRAM-2. LIVING WAGE REQUIREMENT:

Not applicable

SW-PROGRAM-3. BALTIMORE CITY'S YOUTH WORKS PROGRAM:

None required.

SW-PROGRAM-4. LOCAL HIRING

A. LOCAL HIRING. Article 5, Subtitle 27 of the Baltimore City Code, as amended (the "Local Hiring Law") and its rules and regulations apply to contracts and agreements executed by the City on or after the Local Hiring Law's effective date of December 23, 2013. The requirements for the Local Hiring Law are summarized below:

- (1) The Local Hiring Law applies to every contract for more than \$300,000 made by the City, or on its behalf, with any person. It also applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City-subsidized project. Unless the Mayor's Office of Employment Development ("MOED") grants an exception under the Local Hiring Law, at least 51% of the new jobs required to complete the contract or project must be filled by Baltimore City residents.
- (2) Within two (2) weeks of the Board of Estimate's award of the contract or approval of the agreement, the contractor shall have a meeting, either in person or via telephone, with MOED to complete an employment analysis and review the workforce plan required for such contract or agreement. The contractor will not receive any payments under the contract or agreement, unless and until the employment analysis is performed. Contact information for MOED can be found on its website: www.oedworks.com.
- (3) Should the contractor's workforce plan indicate a need to fill new jobs, the contractor shall post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to its publicly advertising these openings. Further, the contractor shall interview qualified Baltimore City residents referred from MOED; and unless granted an exception, fill at least fifty-one percent (51%) of the new jobs required to complete the contract or project with Baltimore City residents.
- (4) For all contracts subject to the Local Hiring Law, the contractor shall submit an Employment Report to MOED by the fifth (5th) day of each month throughout the duration of the contract or agreement, regardless of whether MOED has granted a waiver of any of the Local Hiring Law's requirements.

Detailed Specifications

(NOTE: Where one section differs from other sections, the more detailed specification prevails. Otherwise, where this section differs from the General Conditions or Statement of Work, this section shall prevail.)

DS1. BASIC PRODUCT/SERVICE DESCRIPTION

- **A.** Model description and name, including mounting options.
- B. Minimum video resolution.
- C. Default video resolution.
- D. Audio quality. What is the maximum distance the BWC is capable of capturing conversation/ speech without wind or excessive noise?
- E. Recording speed and/or frame rate.
- F. Supported video recording formats (e.g. AV1, MPEG-2, etc.). Offerors who propose a solution solely with formats that are proprietary to the Offeror may result in a proposal that does not meet the minimum technical requirements.
- G. Supported audio recording formats (e.g. MP3, AAC, etc.). Offerors who propose a solution solely with formats that are proprietary to the Offeror may result in a proposal that does not meet the minimum technical requirements.
- H. Field of view.
- I. Image clarity. Describe whether focus is automatic or manual, and the range of focus (in feet). Describe any features such as automatic image stabilization.
- J. Lux rating in normal operating mode.
- K. Night mode capabilities and the format used (e.g. low light, IR lens, etc.).
- L. Pre-event record capabilities including the buffered time and whether audio is included (minimum and maximum Buffer).
- M. Data transfer methods. Describe whether standard USB2/USB3 compliant connection (mini/micro) is available for charging and/or data transfer. The connections should be standard on both the device and on any docking station. Data connections that use a proprietary form are not recommended and may result in a proposal that does not meet the minimum technical requirements.
- N. Battery composition and type and whether it is internal or removable. If the battery is not removable by the user, explain the process of obtaining a replacement battery/recharge if necessary.
- O. Location of battery (e.g. belt, camera).
- P. System of connecting battery to camera (e.g. USB cable, Bluetooth).
- O. Battery recording life.
- R. Battery standby time in buffering mode.
- S. Battery re-charge time if fully depleted. Is sufficient battery life available to record all events during a full shift by the officer wearing the device (assume a 10-hour shift)?
- T. Total number of batteries included with each camera device.
- U. Onboard memory storage capacity.
- V. Maximum recording time using the default resolution.
- W. Physical dimensions in inches for the camera, control unit and/or battery.
- X. Weight of the BWC and all accessories worn by a user.
- Y. Describe all environmental testing the offered BWC has undergone and the standards of measurement, including whether testing was conducted in-house or by independent third party, which should at a minimum include:
 - 1. Normal operating temperature range;
 - 2. Weather resistance or water resistance;

- 3. Ability to withstand considerable and repetitive pressure, vibration, and mechanical shock; and
- 4. Resistance to common environmental hazards, such as dust, condensation, and RF interference.

DS2. OPERATIONAL FEATURES

- A. Describe how the BWC unit will be activated and deactivated. Describe all of the unit's capabilities to start recording based upon automated triggers or voice commands.
- B. Describe the type and frequency of confirmation alerts provided to notify the officer that the BWC unit is recording (e.g. visual, audible, vibration).
- C. If the confirmation alerts can be turned off, describe how.
- D. Describe any public awareness features of the BWC unit to notify the public that they are being recorded.
- E. If the public awareness notifications can be turned off, describe how.
- F. Describe how the unit provides the officer with an indicator of current battery level.
- G. Describe how the unit alerts the officer if it is unable to record (e.g. damaged, on-board storage full, etc.).
- H. Does the unit automatically embed a time and date stamp in each image of the recorded video each time it is activated, and if not, is this information a part of the system or application metadata?
- I. If the unit embeds a date and time stamp in the recorded video, describe how displayed during playback, and if not, describe how this information can be accessed by BPD, assuming it is part of the metadata.
- J. Describe the process and source for synchronizing the internal clock on the BWC unit to ensure accurate timestamps for video recordings, including date and time. Device clock should be synchronized with an external universal clock, either GPS or another source, when the unit is plugged in for absolute time of day to ensure accuracy.
- K. If the unit provides a playback screen for on-person viewing, identify the location and size of the playback screen and whether the unit records on the footage or in its metadata that the footage has been viewed.
- L. Describe all options that are available to recharge the unit including whether it can be charged via a laptop or in-car charger and how each method affects the recharge time.
- M. If the unit captures still photos, describe how this is accomplished.
- N. If the unit allows for audio recording only, with video capability deactivated, describe the process, and public awareness features if available.
- O. If the unit includes an integrated GPS receiver, describe how this information is automatically embedded in the recorded video.
- P. Describe the BWC's video safeguards to limit access or editing and prevent unauthorized access. The device should prohibit recordings from being edited or deleted and should not overwrite existing data before they have been transferred. Describe whether standard encryption (such as AES) is available.
- Q. Describe the process, if available, to remotely disable or erase video of any lost or stolen BWC.

DS3. WARRANTY FEATURES

A. Describe the standard warranty terms for the BWC unit and peripherals.

DS4. SPARES AND SUPPORT

A. Describe a recommended BWC spares and support program for BPD.

DS5. BWC SYSTEM MANAGEMENT

A. Describe how a BWC is associated with an individual officer.

- B. Describe how each video is automatically tagged with the officer's name or ID at the time the recording is captured and describe if this tag is in the visible footage or just the metadata.
- C. Describe how the officer is prevented from deleting or altering video residing on the BWC unit.
- D. Does the unit support event tagging in the field before being uploaded to hosted video storage; and if so, are the tags part of the visible footage or present only in the metadata? If yes, provide the following:
 - 1. Type of mobile device and the operating systems supported;
 - 2. The type of tags that can be added (e.g. case number, description, category, etc.); and
 - 3. The type or communication methods supported between the mobile device and BWC unit (e.g. Bluetooth, USB, etc.)
- E. Describe the type and amount of file encoding or compression available. Describe the analysis that may be conducted on the video before selecting video encoding or compression. (e.g MPEG-4, H.264, and H.265)
- F. Required software and licensing model (e.g. unlimited, concurrent, etc.). Unlimited or enterprise licenses are preferred.
- G. Describe tagging options, including standard and customizable tags.
- H. Does the unit permit the officer to view post-event videos before being uploaded to a hosted storage facility and if so, what metadata is created to indicate that an officer viewed that footage and how is it accessed?
- I. Describe the audit record created when camera footage is viewed prior to downloading.
- J. Describe whether storage is integrated into the device or provided on removable industry standard memory cards. Is sufficient storage available to record a full shift by the officer wearing the device, such as 8-12 hours of non-volatile onboard storage? Does loss of power cause data to be lost or corrupted?
- K. Firmware and Software Updates.
 - 1. Describe how firmware and software updates/upgrades occur on the BWC units- is this an automated update from a centralized source? The Offeror must coordinate software updates with BPD IT.
 - 2. Describe the process to install and update the BWC management software in an automated fashion. Identify any software that does not support automatic and unattended updates.

DS6. PROPOSED HOSTED VIDEO STORAGE SOLUTION

- A. The City is seeking information on secured vendor hosted storage repository for video to include the ability to integrate with a cloud solution as well as camera software capabilities and storage solutions available. Clearly define any software or executables that shall reside on BPD workstations to access the video storage repository.
 - 1. Describe how videos are uploaded from the BWC units to the hosted storage repository.
 - 2. Provide the following information regarding the process to upload videos to the hosted storage repository:
 - (a) Does the proposed BWC live stream directly to the hosted storage facility?
 - (b) Identify any restrictions on how many units can upload simultaneously and if any additional hardware is required to increase this capacity;
 - (c) What is the process for confirming that all video has been uploaded before the BWC is returned to active use?

- (d) The type of communication methods used to retrieve the video from the BWC units (e.g. Bluetooth, USB, etc.);
- (e) Connectivity requirements for the hosted repository system (e.g. public Internet, private circuit);
- (f) Describe how the video and accompanying metadata is secured during transmission to the hosted storage repository (e.g. VPN tunnel, encryption and level, etc.).
- 3. Provide the amount of time required to transfer recorded video to the hosted storage repository using the following assumptions:
 - (a) Multiple officers simultaneously uploading video at a single location;
 - (b) The location has an Internet connection with an upload speed of 10 Mbps; and
 - (c) Each BWC unit contains four (4) hours of recorded video at default resolution.
- 4. Describe any limits or restrictions on the amount of storage that the BPD may utilize in the hosted video repository.
- 5. Describe the process to integrate with BPD's local records management system (Intergraph, InPursuit Version 11) to store and/or share videos that have evidentiary value under the following scenarios:
 - (a) Describe how select videos with evidentiary value can be transferred to the local record management information system directly from the BWC unit before uploading to the vendor hosted storage repository;
 - (b) Identify the communication methods supported (e.g. Bluetooth, USB, etc.) and transfer speeds when extracting video directly from the BWC unit for subsequent uploading to a local management information system; and
 - (c) Describe how videos can be exported and/or shared to the local management information system after uploaded to the vendor hosted storage repository.
- 6. Does the unit support event tagging after the video has been uploaded to the vendor hosted storage repository? If so, provide the following information:
 - (a) Fully describe the process, including any required software, to add or modify tags while it resides in the vendor hosted storage solution; and
 - (b) How is the ability to add or modify the tags controlled, including;
 - (i) The number of authorized users for an individual video file;
 - (ii) The type of tags that can be added or modified (e.g. case number, description, category, etc...).
- 7. Describe the information captured providing an audit trail tracking changes made to the metadata.
- 8. Describe the following security measures to prevent unauthorized access to video stored in the vendor hosted repository:
 - (a) User authentication methods utilized (e.g. user name and password, certificates, ACLs, etc.);
 - (b) Password rules and expiration periods;
 - (c) Rules to disable user accounts that have not been utilized for a specific amount of time;
 - (d) Rules to disable user accounts after a specific number of failed log in attempts;
 - (e) Describe the capabilities of the system to establish user roles and permissions based upon personnel assignment (e.g. system administrator, evidence custodian, crime scene unit, etc.) and video categories (e.g. sex crimes, homicide, etc.).
- 9. Describe how video residing in the vendor hosted storage repository will be shared intra-agency under the following scenarios:

- (a) The video has not been tagged with any BPD inputted tags other than the officer name / ID;
- (b) The video has only been tagged to identify the officer and case number; and
- (c) The video has been tagged to include a category or type (e.g. sex crimes, homicide, etc.).
- 10. Describe any restrictions and requirements (e.g. licensing fees) to provide intraagency access for administrative personnel that do not have an assigned BWC unit.
- 11. Does the hosted repository support the creation of multiple storage locations allowing for different levels of permission/access?
- 12. Describe how video in the vendor hosted storage repository will be shared outside of the agency (e.g. State's Attorney). Describe both the methods for having someone log into the system to view videos (State's Attorney) and for downloading and distributing the videos. What user authentication methods are available for users outside of the BPD?
- 13. Describe the video chain of custody features of the vendor hosted repository to include audit reporting of when video is captured, tagged, uploaded, viewed, shared, modified (tagged), downloaded, and deleted. How long is the audit trail retained after the video is deleted?
- 14. Describe the user account auditing capabilities of the system to include successful and failed log in attempts, disabled user accounts, and inactive user accounts.
- 15. Describe the search and reporting capabilities using the following parameters:
 - (a) Case number;
 - (b) Timestamp;
 - (c) Date;
 - (d) GPS Coordination;
 - (e) Officer;
 - (f) Categories; (i.e. one video could be tagged with multiple categories: armed robbery report; *Terry* stop, *Terry* frisk, weapons charge); and
 - (g) Total amount of recorded video per officer and BWC unit .
- 16. Describe the process and solutions that are offered at no additional cost to support the BPD in obtaining stored videos and accompanying metadata for migration/conversion to a different application or solution provider in the future if necessary due to default of vendor or BPD or the City selecting another provider at end of the Contract.
- 17. Describe how the video and accompanying metadata is secured (e.g. encryption and level) while at rest in the hosted storage repository.
- 18. Provide documentation demonstrating that the vendor's security procedures and policies for client videos and accompanying metadata, considered criminal justice information or "CJI," meet criminal justice standards, including U.S. Justice Department CJIS regulations, to prevent unauthorized access from third-parties or vendor and subcontractor employees with physical or logical access. Procedures and policies should include the following:
 - (a) The Contractor and/or third party hosted storage provider will not be permitted to data mine or otherwise process, analyze, scan, index, share with third parties, or conduct any other form of data analysis or processing of any CJI for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized in the Contract.
 - (b) Upon request, or at regularly scheduled intervals mutually agreed, the Contractor should conduct, or allow the City and/or BPD to conduct audits of the cloud

- storage provider's performance, use, access, and compliance with the terms of any agreement.
- (c) The hosted storage provider must maintain the integrity of CJI through physical or logical separation between the cloud storage and services provided to law enforcement agencies and cloud storage and services, if any, provided to other customers. CJI may not be stored, shared, processed, or modified in any way that compromises the integrity of the data. As the system is designed to house evidentiary material, then the hosted storage provider must maintain records of access to CJI sufficient to allow the BPD to establish a clear and precise chain of custody for data of evidentiary value.
- (d) The Contractor will take all necessary physical, technical, administrative, and procedural steps to protect the confidentiality of CJI. These steps may include physical security measures, access permission requirements, cybersecurity requirements, criminal history background security checks on employees and contractors with access to systems and data, security awareness training, encryption, regular auditing, and geographical location limitations.
- 19. Provide copies of any security certifications or security audits.
- 20. Identify any situations where vendor personnel will access client video.
- 21. Describe how metadata will show or can be mined if the BWC malfunctioned or was disabled.
- 22. Does the vendor hosted repository system provide the ability to archive older video? If so, provide the following information:
 - (a) Describe the process to archive video including how to determine when and what video is archived;
 - (b) Describe any limitations for accessing archived video; and
 - (c) Describe the process that BPD will use to access video after it is archived.
- 23. Describe any features to support BPD's defined variable retention schedules. If supported, provide the following information:
 - (a) Whether video is automatically purged when the retention period is exceeded;
 - (b) Ability to override retention schedules and tag video for manual purge (i.e. never delete), and
 - (c) Any notice provisions to BPD that video is subject to purge.
- 24. Describe how vendor handles redundancy to keep the application available in case of hardware failure: for example, clustered servers, virtual servers and/or hot failover solutions. Identify whether this is an automatic or manual fail-over and the expected recovery time.
- 25. Describe the vendor's policy and procedures to prevent and respond to server intrusions, corruption, hacks, denial of service attacks, or other security events. Include a description of reports and notifications that will be provided to BPD.
- 26. Describe a disaster recovery plan/continuity of operations in a situation that disables the primary hosting site. Include the expected amount of time it will take for the hosting service to be operational and, if a secondary backup site is used to bring the service online, the vendor's commitment to re-establishing a primary site.
- 27. Identify if the hosted storage solution is based upon a single-tenant or multi-tenant model and how data from various clients is segregated. Describe how this affects customization options and beta testing new releases with select clients.

- 28. Describe the physical and logical layout of the hosting facility to include location, facility description, staffing, electrical, building hardening, servers, data storage, backup equipment and other operational information.
- 29. Identify whether the vendor fully owns and operates the primary and secondary hosting site(s) or utilizes a subcontractor for any services in support of the hosted solution. Identify all subcontractors and provide the required documentation and references for this subcontracted service regarding the site and security information requested in this Scope of Work.

SECTION B - BID DOCUMENTS:

Hark as "Original" or H

NOTE: For your bid/proposal to be responsive you must submit all of the documents contained in this section.

B1. BIDDERS MUST BE REGISTERED:

- All bidders must be registered in CitiBuy and must download the Solicitation, before bidding.
- To register go to www.baltimorecitibuy.org and click on the "Register" link above B. the log in box.

B2. PREPARATION & SUBMISSION INSTRUCTIONS:

- A. This is a Two-Step Solicitation. You will find an envelope/package label following this section. Each Offeror shall prepare its proposal to include all of the forms and/or required information as set forth in Part 1 of this Solicitation, including but not limited to Section 'B' and shall assemble the Offer's response in the prescribed manner and required format as set forth herein, and in Section 'B'.
 - a. Technical proposals shall be in Envelope A. Make copies of the labels provided in multiple packages are necessary due to the size of the proposals.
 - b. Price proposals shall be sealed in Envelope B, using the label provided. All MWBOO forms, if applicable, shall be placed in Envelope B.
- B. Technical Proposals: Prepare and submit One (1) complete "Original", and Twelve (12) complete "Duplicates" which shall include all of the forms and/or information identified in Part 1 of this Solicitation.
 - a. The required format/layout/order must be followed as set forth in this Section 'B'. bidders are hereby instructed NOT to amend or alter in any way, any of the terms, conditions, specifications or forms found in this Solicitation document, or any attachments or subsequent addenda.
 - b. The bidder is advised to also use the Section 'B' list as a check-list while preparing its bid to ensure that all required information, forms and documents are included in the bid in the prescribed order and format. Be sure the "original" and each "duplicate" copy also includes all of the information and/or documents/pages listed/included in Part 1 of this Solicitation.
- C. Price Proposals: Prepare and submit One (1) complete "Original", and Two (2) complete "Duplicates" which shall include all of the pricing forms, and/or information identified in this Solicitation
- D. Do not alter or ignore any solicitation documents or instructions.
- E. Incomplete offers may be rejected at the City's discretion.
- F. Failure to provide all of the required documents and information, even if the information is considered proprietary and/or confidential, shall be cause for rejection of the offer at the City's discretion. Proprietary and/or confidential information shall be clearly marked as such.

B3. ONE ORIGINAL (SUBMIT ALL PAGES IN SECTION B.):

- A. Prepare, and submit, using the envelope/package label provided, one complete original Bid/Proposal using 8½" x 11" white paper (unless specific forms are provided). Use the bid documents included in this Solicitation package beginning on page B-1 and all pages and forms that follow.
- B. Be sure the original is clearly marked as "Original". Be sure the original is signed in blue ink (or some color other than black).
- C. The original must be submitted as stapled, in a binder or otherwise similarly bound document.

D. All sections shall be clearly tabbed, for ease of identification and reference.

B4. TWELVE DUPLICATES (SUBMIT ALL PAGES IN SECTION B.):

- A. Paper and Electronic: All technical proposals shall be submitted both on paper, and electronically, on a USB drive. For information and evaluation purposes, one paper copy will be available to all Offerors and the general public in the Comptroller's Office after proposals have been opened, unless "Public Access Copies" have been submitted in accordance with Sections B5 and B6. Each duplicate must be stapled, in a binder, or otherwise similarly bound document, and tabbed for identification and reference in the same manner as the Original.
- B. Be sure all duplicate copies are clearly marked as "Duplicate." Failure to provide the required number of complete duplicate copies may result in rejection of your bid at the City's sole discretion.
- C. The City will not photocopy your submissions for the purpose of helping you comply with this provision. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal at the City's sole discretion.
- D. ADDENDA. Attach signed copies of all addenda received in connection with this Solicitation.

B5.PUBLIC ACCESS COPY:

Two Public Access Copies shall be submitted in the event that proprietary and/or confidential information is included and marked as such in the Original and Duplicate technical proposals, as in SM6, below. The Public Access Copies shall clearly indicate the sections that include the proprietary and/or confidential data, and clearly redact the sections or show as "redacted."

B6. PUBLIC ACCESS TO BIDS:

- A. By signing and submitting a bid in response to this Solicitation, the Bidder acknowledges that all documents, information and data submitted in its bid shall be treated as public information, unless otherwise identified as instructed below.
- B. The City and BPD shall, therefore, have the undisputed right to release any/all of the offeror's documents, information and data to any party requesting same without further permission from the bidder.
- C. The City or BPD and its representatives shall in no way be responsible for inadvertent disclosure of any proprietary or confidential information.
- D. If your bid does contain proprietary or confidential information and you do not wish to have it disclosed, you MUST clearly state in large red letters, including on the outside front cover of your bid document including all copies and on each applicable page of your original and each duplicate copy of your bid, indicating that your bid contains proprietary and/or confidential information.
- E. Do not claim your entire document as generally being proprietary or confidential.
- F. The City still shall not be responsible for inadvertent disclosure or disclosure required by law.
- G. Be sure to provide all requested information in response to each specific question and/or any other request for information, even if the information is considered proprietary or confidential, in the order and format stipulated in this Solicitation. Do not give partial answers, and do not leave questions blank.

B7. GENERAL SUBMISSION COMMENTS:

A. Preparation and submission of a proposal in response to this Solicitation signifies the Offeror's knowledge, understanding and acceptance of, and willingness to abide by, all

- terms, conditions, specifications, and other requirements contained and set forth in this Solicitation, without exception, including any addenda duly issued.
- B. All "Original" and "Duplicate" bid responses and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English.
- C. All prices and/or other monetary figures shall be in United States dollars. Be sure to fully complete and submit all of the bid documents beginning on page B-1 and all documents that follow thereafter.
- D. Exceptions, Modifications, Alterations and Deviations:
 - a. Do not insert or include any exception, modification, alteration or deviation not clearly marked as such, per instructions elsewhere in this Solicitation.
 - b. Any exception, deviation, modification or alteration shall be prominently displayed and flagged for quick, easy, and obvious identification and shall include a list of same at the front of each copy of the proposal.
 - c. Otherwise the City shall assume that the Offeror is responsive and in full compliance with all terms, conditions, specifications and requirements contained in this Solicitation, and if awarded the contract, Offeror shall be held to the terms, conditions, specifications and requirements as stated herein the same as if the proposal had not included any exception, deviation, modification or alteration.
 - d. Failure to fully complete and submit any of the Solicitation documents or other requests for information per the above instructions is grounds for rejection of Proposals at the sole discretion of the City. Offerors shall notify the Buyer immediately if Solicitation document pages are or appear to be missing, or if any part of the Solicitation package does not appear correct. The City is not responsible for lost material or late delivery by the Offeror or any postal or other delivery services:
- E. Offerors shall not assume that the evaluator(s):
 - a. Has special knowledge about the firm, or
 - b. Has general knowledge about the product/service offered.
 - c. Evaluators cannot and will not attempt to seek out and/or import required information that may be included in other areas of Proposals, and will not attempt to rearrange, interpret, make assumptions about, the contents of the Proposals. The City or BPD may attempt to clarify responses, but is not required to do so.
- F. If Offeror's complete response to any specific question or other specific request for information is not found where it is expected to be found, per the Solicitation's format instructions, it may be considered as missing and therefore non-responsive.
- G. Failure to provide complete and concise responses to all questions and other requests for information according to the format as stipulated and required herein shall risk making a proposal non-responsive and may result in rejection, at the City's sole discretion, and/or may result in a significantly reduced evaluation score.
- H. All costs to the City shall be included in, and made a part of, the price proposal submitted, without exception, unless otherwise specified in this document.
- I. All prices shall remain firm for the full Contract term including extensions thereof, unless an adjustment provision has been stipulated in this Solicitation.
- J. All data provided by the City or BPD shall remain the property of the City and/or BPD, respectively, and all data provided by the Vendor, either at the time of bid submission and/or during the performance of this contract, shall become the property of the City and BPD, as regards this Solicitation and any resulting contract.

K. In the event of a dispute between the Original proposal and any duplicate document, or any electronic media, the Original shall prevail.

B8. PROPOSAL PACKAGING LABEL:

A. Proposers are to attach the label below to the box(s), package(s), or envelope(s) ("package") containing the proposal documents. (See SM2 for details.) Offerors may make additional copies for use on multiple packages, whenever more than one package is required due the size, volume and required number of duplicate copies of the bid/proposal submission package. Each package should be numbered to better ensure that all are accounted for (e.g.: 1 of 3; 2 of 3; 3 of 3; etc.). Also, clearly mark which package contains the "Original" document and the "Bid Bond/Check" (if required).

From:				
Due Date:	7/29/2015			
Solicitation #:	B50004050			
Solicitation Name	Body Worn Ca	<u>ameras</u>		
Envelope/Pack		To: Office of the City Comptroller City Hall, Room 204 100 North Holliday Street Baltimore, MD 21202	r	
			Daal	of
TECHNIC	AL PROP	OSAL SUBMISSION	Package #_	
		OSAL SUBMISSION	Раскаде #_	
From:	7/29/2015		Раскаде #_	
From: Due Date: Solicitation #:	7/29/2015 B50004050		Раскаде #_	
From: Due Date: Solicitation #:	7/29/2015 B50004050 Body Worn Ca	ameras		
	7/29/2015 B50004050 Body Worn Ca			

B9. **BID CHECKLIST** (This list is to assist the Offeror, but does not relieve the Offeror from reading the Solicitation carefully and determining what must be submitted with its bid. Offeror is advised to check off each item as it is completed to avoid overlooking any)

1. One "Original" of all completed and signed pages and forms contained in Section 'B' and any other Comprehensive "Minimum" and "Technical" information and forms as required by the Solicitation, including but not limited to the Submission Instructions.

2.	Twelve "Duplicate" copies – exact copies of the Original, all of which must include:
a.	Signed and properly completed Proposal Information and Affidavit Signature Page
b.	Insurance certificate or signed form
	Signed and properly completed program forms, as applicable (MBE/WBE forms, Employ Baltimore form, Living or Prevailing Wage forms)
d.	Signed and properly completed Bid Guarantee (Bond or Check).
e.	Signed Addendum (if issued)
A.	Certificate of Good Standing from the state of incorporation and/or primary business location
В.	Signed and Properly completed Price Proposal – Sealed in Envelope B

BID DOCUMENTS

PROPOSAL INFORMATION AND AFFIDAVIT SIGNATURE PAGE

Bid/Proposal submitted by (name of firm	n)	
Address		
City	State	Zip Code
Name of Authorized Representative		
Title of Authorized Representative		
E-Mail		Phone:
Name of Contact Person [IF DIFFERENT FR	OM ABOVE]	
Title of Contact Person		
E-Mail		Phone:
Federal Social Security Identification N	umber	
Baltimore in accordance with the Gen	eral Conditions, S	equipment, and/or services to the City of pecifications, and other documents and Proposal submitted in response to this
${ m I, [PRINT \ OR \ TYPE \ NAME]}$,
the undersigned, [PRINT OR TYPE TITLE]		,
of the above named Bidder/Proposal/C	Offeror do solemnly	y declare and affirm under the penalties
or perjury this day of [MONT	тн]	
that I hold the aforementioned Office	in the above Bidd	der/Proposal/Offeror and that the below
affidavits and attachments hereto are t	rue and correct to	the best of my knowledge, information
and belief.		

AFFIDAVIT I

This is to certify that the Bidder/Offeror or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

AFFIDAVIT II

This is to certify that the Bidder/Offeror or any person in his behalf complies fully with all provisions of Article 4, Section 3-1 of the Baltimore City Code 2000 regarding unlawful employment practices.

AFFIDAVIT III

This affidavit is to determine whether any of the following persons has been found civilly or criminally liable, convicted of bribery, attempted bribery, or conspiracy to bribe or antitrust violations under the law of any State or the Federal Government. If so, state the following on an attached page, whether it is

- i. The person submitting the affidavit;
- ii. An Officer, Director or Partner of the company;
- iii. An employee of the person/company who is directly involved in obtaining contracts with a public body; and/or
- iv. Any person directly or indirectly furnishing any portion of this contract having been or being debarred or suspended.

For purposes of this affidavit, "person" is defined as an individual, receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind and any partnership, firm, association, corporation or other entity consisting of or acting on behalf of the Bidder/Offeror. This includes acts or omissions committed after June 30, 1977; all pursuant to Title 16, Section 16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

AFFIDAVIT IV

This affidavit is to determine whether or any of the following has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses under the laws of any State or the Federal Government. If so, state the following on an attached page, whether it is:

- i. The person submitting the affidavit,
- ii. An Officer, Director or Partner of the company, and/or
- iii. An employee of the person who is directly involved in obtaining contracts with a public body. "Person" is defined as stated in Affidavit III. This is to include acts committed after June 30, 1979: City Code, Article I, Section 178 (1976 Ed., 1979 Supp.).

AFFIDAVIT V

This is to certify that the Bidder/Offeror or any person on his behalf complies fully with the work capacity-rating limit set by the Contractor's Qualification Committee of the City of Baltimore.

AFFIDAVIT VI

This is to certify that the Bidder/Offeror or a person on his behalf has examined and understands the Specifications, including the General Conditions and the Bid Documents.

AFFIDAVIT VII

This is to certify that the Bidder/Offeror and/or any person in their behalf has not been convicted or found civilly liable under any provisions, including Probation Before Judgment, as described

in Article 5 §40-7 of the Baltimore City Code (2000) pertaining to the effect and enforcement of contractor debarment.

AFFIDAVIT VIII

This is to certify that the Bidder/Offeror or a person on his behalf has examined and understands the specifications, including the General Conditions and the Bid Documents; has had an adequate opportunity to ask questions; has visited the City's facility or has otherwise familiarized himself with the local conditions under which the work is to be performed; and that his bid or proposal is based upon the specifications and requirements as described in the Solicitation documents.

AFFIDAVIT IX

This is to certify that the Bidder/Offeror and/or any person in their behalf is only person, firm or corporation, that has any interest in this proposal or in the contract or contracts proposed to be awarded; and that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same work. This does not preclude negotiating with M/WBE vendors as to their participation in this contract.

AFFIDAVIT X

This is to certify that the Bidder/Offeror and/or any person in their behalf acknowledges that all documents, information and data submitted in its Bid/Proposal shall be treated as public information unless otherwise indicated.

(Affix Corporate

	Seal Here)	
Signature of Authorized Representative (Sign in <u>blue ink</u> only.)	Date	
Title		
Witness Name (Typed or Printed)		
Witness Signature (Sign in <u>blue ink</u> only.)	Date	

PROPOSAL PRICE SHEET

Bid/Proposal submitted by (name of firm)			
Address			
City		Zip Code	
Contact Person			
Fax	Phone		
To The Honorable Member of the Board of Estimates, City of Baltimore:			
The undersigned agree(s) to provide all labor, m to the Solicitation indicated at the top of this page below.		<u>•</u>	

(use following pages for Price Proposal – Submit in Envelope B)

Item #	Description	Unit Price	Qty	Extended Price
1	Purchase of Body Worn Camera (BWC) Complete - includes all accessories/consumables required per camera (with minimum 5% spares provided at no additional cost).		2500	
2	Purchase of Video Transfer Equipment(if required, otherwise N/A)(include the correct quantity of pieces of equipment to service the number of cameras, officers and locations noted per year) Year One – Initial Implementation			
3	Year Two			
4	Year Three			
5	Year Four			
6	Year Five			
7	*First year included in initial price of equipment *Each additional year shall include all units deployed during that year (Additional recommended spare items not covered by warranty or maintenance shall be listed by description, model/parts numbers, if applicable, and cost – This list will not be evaluated in the Price Proposal, but must be attached)	N/A	N/A	N/A
8	Year Two		1yr	
9	Year Three		1yr	
10	Year Four		1yr	
11	Year Five		1yr	
12	*First year included in initial price of equipment price *Each additional year shall include all units deployed during	N/A	N/A	N/A

	that year		
13	Year Two	1yr	
14	Year Three	1yr	
15	Year Four	1yr	
16	Year Five	1yr	
17	Hosted Storage - Immediate access (Years 1-5) Price should be per TB capacity per year. Quantities listed are for evaluation purposes only.	360 TB x 5yr	
18	Hosted Storage - Archival (Years 1-5) Price should be per TB capacity per year. Quantities listed are for evaluation purposes only.	360 TB x 5yr	
19	Initial Training Program: Train-the-Trainer Class (Year 1) for 25 BPD personnel. Unit price should be per class, with necessary quantities to cover the number of classes needed.		
20	Annual Refresher class for 25 BPD trainers (Years 2-5)		
21	Initial Training – Advanced (System Administrators) for a minimum of 10 personnel.		
22	Annual Refresher Class for System Administrators		
23	Fixed Hourly Labor Rates for additional Training	160 hrs	
24	ALL LICENSE COSTS for all software offered (if included in the camera cost state "included") (if Enterprise license not offered, attach description of offer, with pricing by levels of concurrent users appropriate to meet the City's requirements, including all Stakeholder access)	1	
	TOTAL (SUM OF ALL ITEMS 1-24)*		

*BASIS OF AWARD	
TERM: NET 30 DAYS	F.O.B.: DESTINATION
	(Affix Corporate Seal Here
Signature of Authorized Representative (Sign in <u>blu</u>	e ink only.) Date
Title	

INSURANCE

The successful Offeror will be required to provide insurance coverage as indicated in the General Conditions of Bid/Proposal prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. Proof that coverage is either currently in place or will be provided must be submitted with the bid/proposal. This can be done by one of the two following methods.

- 1. Complete form "Certification of Insurance Coverage" below, or
- 2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:
 - a. The Mayor and City Council of Baltimore and the Baltimore Police Department are hereby named as two separate Additional Insured.
 - b. The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to the City and the Baltimore Police Department.
 - c. The insurance company is prohibited from pleading government function in the absence of any specified written authority from the City and the Baltimore Police Department.
 - d. The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form must be complete, must show that all limits of insurance are or will be met, and must be signed by the Agent.

Failure to provide the required insurance coverage by either of the two methods described above when the bid/proposal is submitted may result in rejection of your bid/proposal as being non-responsive.

CERTIFICATE OF INSURANCE COVERAGE

Bid/Proposal submitted by (name of firm	n):		
Name of Surety Company			
Name of Surety Agent			
Surety Agent's Phone			
The below signed hereby certifies the fo	ollowing information	on to be true and correct.	
Type of Coverage/ Minimum Required Limits	Policy or Binder #	Actual Limits	Expiration Date
Commercial General Liability/ \$1,000,000 Occurrence; \$2,000,000 Aggregate, Including Products and Completed Operations			
Commercial/Excess Umbrella True Following Form \$3,000,000 Occurrence; \$3,000,000 Aggregate			
Workman's Compensation/ Minimum Statutory Requirement			
Check the appropriate box(es) below.			
☐ Limits on above policy will ☐ Above policy now in effect ☐ Policy will be obtained before			
The following additional clauses shall be consisterein, as pertains to the above stated contract.	dered a part of the above	we policy(s), the same as if spec	ifically written
 The Mayor and City Council of Baltim The Baltimore City Police Department The policy(s) shall not be reduced or notice to the City and the Baltimore City The insurance company is prohibited specific written authority by the City at 5. The policy(s) will be automatically in cetera which are normally covered specifically written therein or not. 	is hereby named as Accancelled without at I ty Police Department. from pleading govern nd the Baltimore City I cluded and cover all p	dditional Insured. east forty-five (45) days prior ment function in the absence Police Department. hases of work, equipment, pers	of any
The City and the Baltimore City Police Depart confirm information or obtain copies of certification. Department bears any responsibility for premiur will be written immediately upon notice of award and the Baltimore City Police Department. A Description of Carrier Certificate of Insurance Form.	icates of insurance. N ms or other cost of insurd, and a copy of binder	feither the City nor the Baltimorance. If policy(s) is not currer or certificate will be sent directly	ore City Police atly in effect, it ctly to the City

Date

Authorized Agent's Signature