Wednesday, February 11, 2015, at 11:00 AM CST	Holly Hurt, Senior Buyer
OPENING DATE AND TIME	PROCUREMENT CONTACT
Body Cameras for Omaha Police Department	Wednesday, January 14, 2015
REQUEST FOR PROPOSAL TITLE	RELEASE DATE

On behalf of the City of Omaha's Police Department, the Douglas County Purchasing Agent is issuing this Request for Proposal for selecting a qualified contractor to provide Body Cameras for the Omaha Police Department (OPD).

Written questions are due no later than **4:00 p.m. CDST**, **23<sup>rd</sup> day of January**, **2015**, and should be sent to the procurement contact, Holly Hurt, Senior Buyer at <u>Holly.Hurt@douglascounty-ne.gov</u>.

Questions should be plainly labeled "Questions for Body Cameras for Omaha Police Department". The response to questions or any other clarifications will be provided **solely** through addendum posted on the Douglas County Purchasing Department's web site <u>www.douglascountypurchasing.org</u> by approximately 30<sup>th</sup> day of January 2015.

NOTE SCHEDULE OF EVENTS IN RFP FOR ACTIVITY DATES AND TIMES.

Contractor should submit one (1) original, five (5) copies and two (2) electronic copies (CD or Flash, Drive, editable format) of their entire proposal. Proposals, including CD/flash drive, must be submitted and received in the Omaha City Clerk's Office by the proposal opening date and time. All attachments must be completed and returned with proposal.

Any Nebraska governmental agency may piggyback on any contract entered into from this RFP.

### PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Proposals must be received in:

Office of the Omaha Clerk 1819 Farnam Street, LC1 Omaha, Nebraska 68183

by the date and time of the proposal opening indicated above. No late proposals will be accepted. No faxed or emailed proposals will be accepted.

- 2. Proposals must meet all specifications, terms and conditions of this Request for Proposal (RFP).
- 3. The Contractor's proposal **MUST** be manually signed, in ink, and returned by the proposal opening date and time along with any other requirements as specified in the RFP in order to be considered for an award.
- 4. Proposals must be in a sealed envelope/container and marked "Body Cameras for Omaha Police Department". Containers utilized for original documents must be clearly marked **ORIGINAL DOCUMENTS**.

5. A proposal may not be altered after opening. The proposal must stay in effect throughout the term of the contract.

#### I. STANDARD CONDITIONS AND TERMS

**SCOPE:** These standard conditions and terms of the Request for Proposal (RFP) and acceptance apply in like force to this inquiry and to any subsequent contract resulting there from.

**SPECIFICATIONS:** Contractors must submit a proposal in accordance with the terms and conditions in this Request for Proposal.

**ALTERNATE TERMS AND CONDITIONS:** The City of Omaha (CITY), at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the CITY. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the CITY, are deemed to be rejected.

#### **INSURANCE:**

Unless otherwise specified, for CITY projects where the scope of work will be less than \$200,000, the following levels of insurance will be required: The successful Contractor shall provide a certificate of insurance indicating (1) adequate workers' compensation (statutory); (2) commercial liability in an amount not less than \$250,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$5,000,000 where more than one person is involved in any one accident; and (3) property damage insurance in an amount not less than \$500,000; and naming the <u>City of Omaha as an additional insured</u> for the term of the agreement.

Unless otherwise specified, for CITY projects where the scope of work will exceed \$200,000, the following levels of insurance will be required: The successful contractor shall provide a certificate of insurance indicating (1) adequate workers' compensation (statutory); (2) commercial liability in an amount not less than \$1,000,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$5,000,000 where more than one person is involved in any one accident; and (3) property damage insurance in an amount not less than \$500,000; and naming the <u>City of Omaha as an additional insured</u>.

**AWARD:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The CITY reserves the right to reject any or all proposals, wholly or in part, or to award to multiple Contractors in whole or in part. The CITY reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the Contractor's competitive position. All awards will be made in a manner deemed in the best interest of the CITY.

**PERFORMANCE AND DEFAULT:** The CITY reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the CITY. Otherwise, in case of default of the contractor, the CITY may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**NON-DISCRIMINATION:** Contractor shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, or disability as recognized under 42 USCS 12101 et. seq. and Omaha Municipal Code 13-89, political or religious opinions, affiliations or national origin.

**DRUG POLICY:** Contractor certifies that contractor maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the CITY.

## NEW EMPLOYEE WORK ELIGIBILITY STATUS (Neb. Rev. Stat. §4-108-114)

The contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the contractor is an individual or sole proprietorship, the following applies:

- 1. The contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <u>www.das.state.ne.us</u>.
- 2. If the contractor indicates on such attestation form that he or she is a qualified alien, the contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3. The contractor understands and agrees that lawful presence in the United States is required and the contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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## **II. SCOPE OF THE REQUEST FOR PROPOSAL**

## A. SCOPE

The Douglas County Purchasing Department, on behalf of the Omaha Police Department (CITY) is interested in receiving proposals from qualified vendors for Body Cameras for the Omaha Police Department.

The Contractor will be responsible for all requirements and successful performance of this contract.

## B. TERM

The agreement which results from this RFP will be a contract for a period of two (2) years. This Agreement may be extended, on the same terms and conditions for an additional two (2) one-year terms, if the CITY exercises the option to do so.

### C. NON-EXCLUSIVE

Any agreements awarded shall be non-exclusive. The CITY reserves the right to enter into multiple agreements from this RFP.

## D. INQUIRIES

Any explanation desired by a contractor regarding the meaning or interpretation of any RFP provision or questions must be submitted in writing via email to the procurement contact, Holly Hurt, Senior Buyer, no later than **4:00 p.m. CDST on 23<sup>rd</sup> day of January 2015** and clearly marked "Questions for Body Cameras for the Omaha Police Department".

Questions should be sent via email to <u>Holly.Hurt@douglascounty-ne.gov</u>.

The response to questions or clarifications will be provided **solely** through addendum posted on the Douglas County Purchasing Department's web site <u>www.douglascountypurchasing.org</u>.

### E. PERFORMANCE BOND

The successful Contractor will be required to supply a performance bond in the amount of **one hundred percent (100%)** of the annual contract price, executed by a corporation authorized to contract as surety in Nebraska payable to the City of Omaha.

The bond will guarantee that the selected Contractor will enter into a contract with the CITY, and will insure the faithful performance of the contract. The Contractor will be required to submit the performance bond within twenty (20) calendar days after written notification of award. The Bond should be provided to the department prior to the initiation of any work or service.

Failure to comply shall be grounds for forfeiture of the check or bond. The amount of forfeiture will be determined by the agency based on loss to the CITY. The bond or certified check will be returned when the service has been completed.

## F. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor(s) will be required to assume responsibility for all contractual services offered in this proposal whether or not the Contractor(s) perform them. Further, the CITY will consider the Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract.

## G. TERMINATION

1. The CITY may terminate the contract at any time if the Contractor fails to carry out the terms or fails to make substantial progress toward the fulfillment of the contract obligations.

In such event, the CITY shall provide the Contractor with thirty (30) days written notice of conditions which endanger contract performance. If after such notice the Contractor fails to remedy these conditions, the CITY may send a certified letter to the Contractor for immediate cancellation of the contract. In such event, the CITY would receive a pro-rated portion of the value of the performance bond depending on the value of the remaining portion of the contract.

2. The contract may be terminated prior to the end of the contract period by mutual agreement of both parties by at least ninety (90) days written notice.

## H. SCHEDULE OF EVENTS

The CITY expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME	
1.	Release Request for Proposal	Wednesday, January 14, 2015	
2.	Deadline to submit written questions	Friday, January 23, 2015, 4:00 p.m. CDST	
3.	Response to written questions posted on website	Friday, January 30, 2015, 4:00 p.m. CDST	
4.	Deadline for submitting proposal to City Clerk	Wednesday, February 11, 2015, 11:00 a.m. CDST	
5.	Proposal Opening: Legislative Chambers LC-4 1819 Farnam Street Omaha, Nebraska 68183	Wednesday, February 11, 2015, 11:00 a.m. CDST	
6.	Evaluation Committee Review		
7.	Interviews for selected firms if necessary		
8.	Final recommended selection		
9.	Final approval by CITY		
10.	Tentative contract award date		

## III. PROCUREMENT PROCEDURES

### A. GENERAL INFORMATION

The Request for Proposal (RFP) is designed to solicit proposals from qualified contractors/consultants who will be responsible for supplying the body cameras and providing training for the use of the body cameras.

Proposals that do not conform to the mandatory items as provided in the proposal instructions will not be considered.

CITY reserves the right to reject all proposals, and, at its discretion, may withdraw or amend this RFP at any time. If, in the opinion of CITY, revisions or amendments will require substantive changes in proposals, the due date may be extended.

## B. COMMUNICATION WITH STAFF

From the date the RFP is issued until a contract is executed, communication regarding this project between potential consultants and individuals employed by the City of Omaha is prohibited. Only written communication with the procurement contact, as listed on page one of this Request for Proposal, is permitted.

Once a determination is announced regarding the selection of a consultant, the consultant will be permitted to speak with person(s) participating in contract negotiations.

Violation of these conditions may be considered sufficient cause to reject a consultant's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

- 1. Contacts made pursuant to any pre-existing contracts or obligations;
- 2. City staff and/or consultant staff present at a Pre-Proposal Conference, if scheduled, when recognized by City as staff facilitating the meeting for the purpose of addressing questions; and,
- 3. Presentations, key personnel interviews, clarification sessions or discussions to finalize a contract, as requested by the City of Omaha.

## C. **PROPRIETARY INFORMATION**

All information and data contained in the proposal becomes the property of the CITY and becomes public information upon opening the proposal.

If the Contractor wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's Public Record statutes. (Neb. Rev. Stat. §§ 84-712 through 84-712.09)

All proprietary information the contractor wishes the CITY to withhold from the public must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked PROPRIETARY on the outside of the package.

**Contractors may not mark their entire RFP as proprietary. Contractor's cost proposals may not be marked as proprietary information.** Failure of the Contractor to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other contractors and the public.

## D. REFERENCE CHECKS

CITY reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

	S	YSTEM QUESTIONS	
lf yo	u would like multiple solutions consi	dered, please submit one form for each propos	sed solution.
No.	Question	Vendor Response	Cost of Any Modification
То		neral Requirements: p provide accountability and protection for pol	ice officers.
	1.0	PHYSICAL ASPECTS	
1.1	List the Model Number and Name of the Body Worn Camera (BWC) which you are proposing.		
1.2	Describe and Explain the BWC mounting options (e.g., Head, Chest, Glasses, Helmet, Various).		
1.3	Identify optional mounting locations and devices w/costs required to use the optional mounting location.		
1.4	List the weight of the device?		
1.5	List the dimensions of the device?		
1.6	How is the battery recharged?		
1.7	Is the device instant-on with battery replacement?		
1.8	Describe the Field serviceability of the replaceable battery.		
1.9	How long does it take for the battery to recharge?		
1.10	Is there a battery charge indicator light and please describe.		
1.11	Is there a back-up battery in the event that the primary battery fails? Please explain.		
1.12	Is there a visual indicator of active recording and please describe?		
1.13	Describe the in-field playback capabilities and the user interface (audio and visual).		
1.14	What is your certified International Protection Rating for Dust and Water protection?		
1.15	What is your certified drop test rating per Mil Standard 810?		
1.16	Describe any restrictions on downloading or uploading data outside of the formal		

	process.		
1.17	Does the proposed device allow for		
	expanded optional memory? If so,		
	describe the process to upgrade the		
	memory.		
	2.0 EQU	JIPMENT PERFORMANCE	
	Video Resolution and Frame Rate		
	*Recording frame rate at 60 frames		
2.1	preferred second (fps) is required. Please		
	describe any deviation from this.		
2.2	What is your maximum resolution for		
	recording at 60 fps?		
2.3	Please define your maximum camera		
	resolution. Does your video recording comply with		
	H.264 video compression standards? If		
2.4	not, please describe the proposed		
	equipment standard.		
2.5	Field of View		
	Please list the field of view specification		
2.6	and describe how it balances depth		
	versus breadth.		
2.7	Does the unit have the ability to capture		
	still photo? If yes, at what Megapixel?		
2.8	Does the unit apply date and time		
	stamp? Identify the format.		
2.9	Describe and GPS marking capabilities and attributes		
	Operational time and Storage capacity of		
	(12) hours continuous at highest video		
0.40	resolution and frame rate available per		
2.10	device is required. Describe any		
	deviation from this. *please note		
	resolution and frame rate in response		
2.11	What is the Lux rating (to what lux		
	operational scale?)		
2.12	Please describe night mode; distance,		
	clarity and field of view.		
2.13	30 Seconds pre-event record - define what is included in pre-event capture.		
	What capabilities exist to prevent deletion		
2.14	or modification of any captured video		
	locally (on the device)		
	Is there functionality to allow for event		
2.15	marking at any time during recording?		
	Please describe.		
L	רופמשל עפטנווטפ.		

	3.0 APPI	
3.1	Describe the functionality of the proposed application.	
3.2	How is the application deployed and supported? Is it an on premise or cloud application or a hybrid?	
3.3	How often is the application upgraded? Please describe the upgrade process.	
3.4	Describe how the video content is moved from the BWC to the application repository.	
3.5	Will the proposed application support the management of uploaded video from other recording sources? (Will the application allow import, playback and editing of other video formats?)	
3.6	System must have 24x7 help / support services available. Please describe any deviations from this.	
3.7	Describe security access and permissions. Is it granular enough to segregate / limit access to video content data. Please describe how your application accomplishes this.	
3.8	Where is the data stored (video, audio and metadata)?	
3.9	How is the data backed up?	
3.10	System must support an enterprise-wide single sign-on user authentication process that allows individual users to log-on to different systems with one global user ID and password. Please describe how you accomplish this.	
3.11	What capabilities exist to set retention periods for data storage and can this be managed by system administrators.	
3.12		
3.13	System should be certified to National Standards. What certifications does your system have?	
3.14	System must be compatible with current web browsers (Chrome, Firefox, Safari, Internet Explorer) to access system functions and ensuring security of the system and data. Please describe your approached to browser compatability.	

3.15			
	Video clearinghouse methodology (how		
3.16	does the application/process prevent		
	flooding the network with uploading		
	requests)		
o 17	Are there restrictions on the number of		
3.17	simultaneous uploads		
3.18	Please describe any performance metrics		
3.10	and SLAs.		
	What are the bandwidth requirements for		
3.19	one unit downloading the maximum video		
	capacity		
3.20	Describe any attributes of your system		
0.20	that allow for download management.		
3.21	Does your software allow video marking		
	with searchable metadata?		
3.22	Please describe redaction capabilities		
	within the software.		
	What capabilities exist to audit system		
0.00	access and modifications. Please		
3.23	describe the chain of custody abilities to		
	determine who has accessed, viewed,		
	edited or copied data.	ining and Implementation	
	Vendor must train all staff on-site. Staff	ining and Implementation	
	consists of: Maximum of 50 Officers, 15		
4.1	Command Staff, 3 Legal, 3		
4.1	Administrators. Please describe your		
	approach to training.		
	System must have all system		
	administrators trained by vendor on-site		
4.2	for how to do configurations, user		
	permissions, etc. Please describe your		
	approach to admin training.		
	System must have Vendor provided		
4.3	training on Quality Control through audit		
	trail. Please describe your approach.		
	System Vendor must provide training on		
4.4	how the system produces customized,		
	ad-hoc, aggregate reports.		
5.0 Contract Terms and Conditions			
5.1	Please provide a sample contract.		
	Please describe our data rights and how		
5.2	we would retrieve our data and		
0.2	information in the event of our		
i i	relationship being terminated.		

	Please provide a cost summary and	
5.3	itemization. Include the cost of any	
5.5	modifications.	
	If a cloud solution, please describe	
	CALEA and CJIS compliance for both the	
	application and hosting. Please describe	
	any other compliance considerations.	
	NOTE: CALEA (OPD Accrediting Body)	
	requires that if we use a service provider	
5.4	for electronic storage of data (i.e. vendor	
	or cloud storage) the written agreement	
	establishes: a) data ownership; b) data	
	sharing, access, and security; c) loss of	
	data, irregularities and recovery; d) data	
	retention and redundancy; e) required	
	reports, if any; and f) special logistical	
	and financial arrangements.	
	Please describe how long of a contract	
5.5	you are proposing and how replacements	
	and upgrades will be handled.	
	Describe the equipment refresh contracts	
5.6	available; i.e. Lease, hardware	
	maintenance, warranty, etc	
	Please describe how the contract will be	
5.7	structured to allow for expansion of	
	additional units or to other law	
	enforcement entities.	
5.8	Will the company send legal	
	representation to present in a legal case	
0.0	in the event there is a lawsuit pertaining	
	to use and application of the BWC	

#### REFERENCES

CONTRACTOR NAME: \_\_\_\_\_

Contractors are expected to provide three (3) references with accurate contact information. Every proposal must include this Bid Submission Sheet (or an exact replica) to facilitate proposal evaluation. This is a requirement that will not be waived.

1.	Name of business
	Address
	Contact person
	Telephone number/email address
	Years dealing with your company
2.	Name of business
	Address
	Contact person
	Telephone number/email address
	Years dealing with your company
3.	Name of business
	Address
	Contact person
	Telephone number/email address
	Years dealing with your company