



**CITY OF PHOENIX
Procurement Division**

**REQUEST FOR PROPOSAL
RFP 16-142 (CR)**

BODY WORN VIDEO CAMERAS - REQUIREMENTS CONTRACT

**PROCUREMENT OFFICER
Claudia Ruiz
Contracts Specialist II Lead
602-262-7461
Claudia.ruiz@phoenix.gov**



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CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

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Please read this before continuing on to the solicitation document.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

- 1. All forms have been signed. All of Section V, Submittals, is included.
- 2. The prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. Any required drawings or descriptive literature have been included.
- 5. The delivery information block has been completed.
- 6. If required, the amount of the bid surety has been checked and the surety has been included.
- 7. Review the insurance requirements, if any, to assure you are in compliance.
- 8. The specified number of copies of your offer has been included.
- 9. Any addenda have been signed and are included.
- 10. The mailing envelope has been addressed to:
City of Phoenix, Procurement, 8th Floor, 251 W. Washington Street, Phoenix, AZ 85003.

The mailing envelope clearly shows:
Your company name and address, the solicitation number, and the proposal opening date.
- 11. The response will be mailed in time to be received no later than 2:00 p.m. local Arizona time.
- 12. Request for Consideration of Alternate Terms.



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1. INTRODUCTION

The City of Phoenix invites sealed proposals for **Body Worn Video Cameras** for a two (2) year period commencing on or about **July 1, 2016**, in accordance with the specifications and provisions contained herein.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

2. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION

Vendors must be registered in the City's e-Procurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to receive solicitation notices, respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in the City's e-Procurement system.

3. SCHEDULE OF EVENTS

Proposal Issue Date	February 17, 2016
Pre-Proposal Conference	Friday, February 26, 2016 at 10:00 a.m. Arizona Time
Written Inquiries Due Date	Wednesday, March 2, 2016 at 5:00 p.m. Arizona Time
Proposal Due Date	Friday, March 18, 2016 at 2:00 p.m.
Evaluation Panel Meets	TBD
Interviews (If required)	TBD
City Council Approval	TBD

Proposal Submittal Location: Calvin Goode Building
City of Phoenix Finance Department
Procurement Division
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003

Pre-proposal Location: Phoenix City Hall
Conference Room 10E
200 W. Washington Street, 10th Floor
Phoenix, AZ 85003

Finalist Interviews: (if required) TBD

City reserves the right to change dates and/or locations as necessary.

4. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested offerors may download the complete solicitation and addenda from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested offerors without Internet access may obtain this solicitation by calling (602) 262-7181 or



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picking up a copy during regular business hours at the City of Phoenix Finance Department, Procurement Division, 251 W. Washington Street, 8th Floor, Phoenix, AZ.

5. PREPARATION OF PROPOSAL

5.1 All forms provided in Section V, Submittal, must be completed and submitted with your proposal. It is permissible to copy Section V forms if necessary. Erasures, interlineations, or other modifications of your proposal shall be initialed in original ink by the authorized person signing the proposal. No proposal shall be altered, amended or withdrawn after the specified proposal due time and date. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any deviation from this solicitation shall be clearly stated and identified in a separate section titled Request for Consideration of Alternate Terms and must be included with your submittal. Submission of additional terms, conditions or agreements with your proposal may result in rejection of your proposal.

5.2 It is the responsibility of all offeror's to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror's knowledge and observations with the RFP document and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the RFP document and such other related documents.

5.3 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

5.4 Offeror's are reminded that the specifications stated in the solicitation are the minimum level required and that proposals submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Proposals offering less than the minimums specified are not responsive and should not be submitted.

5.5 Proposal responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Proposals submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

5.6 If provisions of the detailed specifications preclude an otherwise qualified offeror from submitting a proposal, a written request for modification must be received by the Deputy



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Finance Director at least seven (7) calendar days prior to the proposal opening. The City may issue an addendum to this solicitation of any approved specification changes.

5.7 Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.

5.8 Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take tax into consideration.** Taxes must be listed as a separate item on all invoices.

6. ADDENDA

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at <https://www.phoenix.gov/solicitations> or by calling (602) 262-7181. The offeror shall acknowledge receipt of any/all addendum by signing and returning the document with the proposal submittal.

7. LICENSES

If required by law for the operation of the business or work related to this Proposal, Offeror must possess all valid certifications and/or licenses as required by federal, state and local laws at the time of submittal.

8. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page, offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The offeror shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

9. SUBMISSION OF PROPOSAL

Proposals must be in the actual possession of the Procurement Division on or prior to the exact time and date indicated in the Schedule of Events. Late proposals shall not be considered. The prevailing clock shall be the City Finance Department, Procurement Division's clock.

Proposals must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- RFP Number
- RFP Title

All proposals must be completed in ink or typewritten. Include the number of copies indicated in the Submittal section.

10. WITHDRAWAL OF OFFER



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At any time prior to the solicitation due date and time, an offeror (or designated representative) may withdraw the proposal by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

11. PROPOSAL RESULTS

Proposals will be opened on the proposal due date, time and location indicated in the Schedule of Events at which time the name of each offeror shall be read. Proposals and other information received in response to the Request for Proposal shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Proposals are not available for public inspection until after award recommendation has been posted on the City's website.

A preliminary tabulation will be posted on the Procurement Division's website, <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations> within five (5) calendar days of the proposal opening. The information on the preliminary tabulation will be posted as it was read during the proposal opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the proposals an award recommendation will be posted on the website. No further notification will be provided to unsuccessful offerors.

12. AWARD OF CONTRACT

Award(s) will be made to the overall highest scoring offeror(s). If two or more finalists are tied, the finalist with the lowest cost will be awarded the contract.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all proposals or portions thereof; or (3) reissue a solicitation.

A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Proposals do not become contracts until they are executed by the Deputy Finance Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

13. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any offeror on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any offeror submitting a proposal herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

14. OFFEROR'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Offeror's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of the City representatives, the offeror shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.



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- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Offeror or their subcontractors including dates, disposition and resolutions.

The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

15. PROPOSAL FORMAT

The written proposal shall be signed by an individual authorized to bind the Offeror. The proposal shall provide the name, title, address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the period of the contract. All fees quoted shall be firm and fixed for the full contract period. Each response shall be:

- Typewritten for ease of evaluation.
- Submitted in an 8½ x 11 inch loose leaf three-ring binder preferably using double-sided copying and at least 30% post consumer content paper.
- Set forth in the same sequence as this RFP (i.e., Offerors should respond to this RFP in sequence and each response should reference the applicable section of this RFP).
- Signed by an authorized representative of the Offeror.
- Submitted with the name(s), title, address, and telephone number of the individual(s) authorized to negotiate a contract with the City.
- All portions of this RFP contain numbered sections.
 - The City requires that the responding RFP be organized in the following major sections:
 - Tab 1 Exhibit A-Technical Requirements**
 - Tab 2 Exhibit B-Service Level Agreement**
 - Tab 3 Method of Approach**
 - Tab 4 Experience and Qualifications**
 - Tab 5 Cost-Section V-Submittal**
 - Tab 6 Submittal of Offer**
 - Tab 7 Addenda**
 - Tab 8 Alternative Terms/Exceptions**

16. SOLICITATION TRANSPARENCY POLICY

Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the **Procurement Officer** conducted in person at 251 West Washington, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The



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City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **Offerors that violate this policy shall be disqualified.**

17. PROTEST PROCESS

Staff recommendations to award the contract(s) to a particular offeror or offerors shall be posted on the Procurement Division's website <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations>. Any unsuccessful bidder may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Authority identified in the solicitation and include the following:

- Identification of the IFB or other solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Authority will render a written decision within a reasonable period of time after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.



SECTION II - STANDARD TERMS AND CONDITIONS

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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the City may, at its sole option, ask the offeror to provide the information or evaluate the offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

- "A.R.S." Arizona Revised Statute
- "Broker, Packager, Manufacturer's Representative, Jobber" A firm that is not a manufacturer or regular dealer as defined herein and whose role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain services, materials, equipment or product.
- "Buyer" City of Phoenix, City Procurement Division staff person responsible for the solicitation.
- "CBP" U.S. Customs and Border Control.
- "City" The City of Phoenix
- "Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
- "Contract/Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.
- "Contract Representative" The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
- "Days" Means calendar days unless otherwise specified.
- "Deputy Finance Director" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
- "Employer" Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer



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means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

- “EPA” Environmental Protection Agency
- “FIFRA” Federal Insecticide, Fungicide and Rodenticide Act
- “FIS” Federal Inspection Services.
- “Manufacturer” A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.
- “Offer” Means bid or quotation.
- “Regular Dealer” A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. An established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- “Offeror” Means a vendor who responds to the Request for Proposal.
- “Solicitation” Means a Request for Proposal (RFP).
- “Suppliers” Firms, entities or individuals furnishing goods or services directly to the City.
- “Vendor” A seller of goods or services.

2. CONTRACT INTERPRETATION

- 2.1 APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.
- 2.2 IMPLIED CONTRACT TERMS:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 2.3 CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:
 - A. Special terms and conditions
 - B. Standard terms and conditions
 - C. Statement or scope of work



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- D. Specifications
- E. Attachments
- F. Exhibits
- G. Instructions to Offerors
- H. Other documents referenced or included in the Request for proposal.

2.4 ORGANIZATION – EMPLOYMENT DISCLAIMER: The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.

2.5 SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

2.6 NON-WAIVER OF LIABILITY: The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.7 PAROL EVIDENCE: This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION

3.1 RECORDS: All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.

3.2 PUBLIC RECORD: All proposals submitted in response to this invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.



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If an offeror believes that a specific section of its proposal response is confidential, the offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The offeror shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City Procurement Division will review the material and make a determination.

- 3.3 CONFIDENTIALITY AND DATA RECORD:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor and its subcontractors shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the Department's Deputy Chief Information Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.

The obligations of Contractor under this section shall survive the termination of this Agreement.

- 3.4 DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee shall take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under



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similar working conditions. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

- 3.5 LICENSES AND PERMITS:** Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 3.6 ADVERTISING:** Contractor shall not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director, and the City shall not unreasonably withhold permission.
- 3.7 EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 3.8 OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section 3.8.

It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

- 3.9 HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor’s products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor shall provide the City:



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- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
- A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City shall have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City shall also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement.

- 3.10 COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

- 3.11 LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

- 3.12 CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

- 3.13 EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

- 3.14 STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. COSTS AND PAYMENTS

- 4.1 PAYMENT TERMS:** The City shall make every effort to process payment for the purchase of material or services within 30 calendar days after receipt of a correct invoice unless a



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good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the proposal.

- 4.2 PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3 LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 4.4 DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5 NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- 4.6 FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7 MAXIMUM PRICES:** The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal. Offeror certifies, by signing this proposal that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The offeror shall promptly notify the City of such price reductions.
- 4.8 F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this solicitation.

5. CONTRACT CHANGES

- 5.1 CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Deputy Finance Director and persons duly authorized to enter into contracts on behalf of the Contractor.
- 5.2 ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Deputy Finance Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.



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5.3 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.

5.4 AUTHORIZED CHANGES: The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

6. RISK OF LOSS AND LIABILITY

6.1 TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release seller from any obligation hereunder.

6.2 ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

6.3 GENERAL INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

6.4 INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK. The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this contract.



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The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

- 6.5 FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- 6.6 LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.
- 6.7 DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

7. WARRANTIES

- 7.1 GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.



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- 7.2 QUALITY:** Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.
- 7.3 RESPONSIBILITY FOR CORRECTION:** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 7.4 LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.
- 7.5 QUALITY STANDARDS OF MATERIAL AND SERVICES:** If desired by the City, items/services proposal shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for proposal conform to the proposal specifications. The cost of testing, dissection or analysis shall be borne by the offeror.
- 7.6 REPAIR AND REPLACEMENT PARTS:** Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.
- 7.7 WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.



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8. CITY'S CONTRACTUAL RIGHTS

- 8.1 RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 8.2 NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 8.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 8.4 ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Offeror.
- 8.5 DEFAULT:** In case of default by the offeror, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the proposal and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 8.6 COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 8.7 ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Procurement Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director was not received prior to the Contractor's performance.
- 8.8 COST JUSTIFICATION:** In the event only one response is received, the City may require that the offeror submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.



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8.9 WORK PRODUCT, EQUIPMENT AND MATERIALS: All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

9. CONTRACT TERMINATION

9.1 GRATUITIES: The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

9.2 CONDITIONS AND CAUSES FOR TERMINATION: This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

9.3 CONTRACT CANCELLATION: All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.



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1. EVALUATION

Phase I

The Technical Requirements (pass/fail) Exhibit A must be submitted with proposal response. Failure to submit Exhibit A will deem proposal non-responsive.

The technical requirements will be evaluated on a pass/fail basis. Proposals that meet the required specifications will be further evaluated in Phase II. Proposals that do not meet the required specifications will not be further evaluated and will not be considered for award.

In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance.

Only those proposals that pass technical requirements will be evaluated in Phase II.

Phase II

a. Method of Approach	350 points
b. Testing	250 points
c. Experience and Qualifications	200 points
d. Cost (Section V – Submittal)	200 points
Total Points	1000 points

A. Method of Approach

Describe Offerors method of approach to satisfy the requirements by covering the Scope of Work requirements utilizing a written narrative to include:

- Detailed methodology and approach to deliver an effective solution to include the ability of the hardware and software products, ease of use, functionality, implementation, training, maintenance, service level agreement, recording and long term storage capabilities.
- Business Solution Offered: Cloud based, on-premise or hybrid
 - Data is stored in a CJIS compliant cloud service.
 - Data is stored on premise.
 - Hybrid format as recommended by the vendor with a combination of on premise and cloud backup or long term storage.
 - Cloud based hosted solutions shall have environmental safeguards of data centers such as:
 - Fire detection and suppression
 - Uninterruptible power supplies
 - Power generator management
 - Climate control
- The proposer shall identify ability to automatically integrate with CAD systems and list or identify supported CAD vendors.
- The proposer shall identify the technical support and assistance that will include, but not be limited to the following; devices worn by police personnel, docking/charging stations,



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networking equipment, WAN/LAN connectivity, system software, system upgrades, and video retrieval software and procedures.

- The proposer shall identify how videos are stored on device and backend storage, including naming schema and encryption levels.
- The proposer shall describe the process by which video(s) are uploaded, e.g. uploaded by smallest file size first, or in order of recording; and expected download time.
- System must be able to support integration for the backup of data (including video and database with audit logs) for data integrity in the event of corruption or malware.
- System shall support a local backend infrastructure in addition to CJIS compliant cloud storage with the ability to migrate in either direction at the discretion of the police department.
- Offerors Decommission and Transition Approach

B. Testing (reference Scope of Work, Item. 11 for more details)

- Ease of Camera Use
- Camera Functionality
- Camera Sturdiness
- Video Download Capability
- Ease of Access
- Data Distribution Capability
- Account Administration/Storage Rights

C. Experience and Qualifications

Provide a history of the business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the firm has been operating as the legal entity, and the length of time the firm has been providing the requested service. The proposer shall explain their firm's experience in providing body worn video cameras to law enforcement agencies and the number of cameras deployed at each agency.

- Offeror shall have been in operation a minimum of two (2) consecutive years within the last five (5) years.
- Provide three (3) references from other law enforcement agencies with deployments of one hundred (100) or more cameras.
- List the proposed key members of staff to be assigned to the City's contract including their roles and estimated participation in delivering the services.
- Disclose and explain any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on their ability to provide the required needs.
- Disclose and explain whether they have been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years.
- Any support staff requiring direct access to systems connected to the Phoenix Police network will be required to successfully pass a criminal background check to be verified by the Local Agency Security Officer to meet CJIS requirements.
- The proposer shall identify areas of expertise and resources available both nationally and locally to provide the requested services.
- Proposers must demonstrate experience in designing, implementing, and maintaining body worn video camera and complex backend infrastructure solutions.

- D. Cost** - The overall cost of the equipment including but not limited to software, annual maintenance and other associated costs of the proposed solution.



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2. **INQUIRIES**

All questions that arise relating to this solicitation shall be directed in writing to:

Claudia Ruiz
City of Phoenix, Finance Department
251 W. Washington Street, 8th Floor
Phoenix, Arizona 85003

To be considered, written inquiries shall be received at the above address Wednesday, March 2, 2016 by 5:00 p.m. local Arizona time. Written inquiries may be emailed to claudia.ruiz@phoenix.gov. Inquiries received will then be answered in an addendum and published on the Procurement Website.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after the closing date and time for the submission of proposals. All questions concerning or issues related to this solicitation shall be presented **in writing**.

3. **SUBMITTAL FORMAT**

The written solicitation shall be signed by an individual authorized to bind the Offeror. The solicitation shall provide the name, title, address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the period of the contract. All fees quoted shall be firm and fixed for the full contract period. Each submittal shall be:

- A. Typewritten for ease of evaluation.
- B. Submitted in an 8-1/2 x 11 inch loose leaf three-ring binder.
- C. Set forth in the same sequence as this RFP (i.e., Offerors should respond to this RFP in sequence and each response should reference the applicable section of this RFP).
- D. Signed by an authorized representative of the Offeror.
- E. Submitted with the name(s), title, address, and telephone number of the individual(s) authorized to negotiate a contract with the City.

4. **PREPARATION OF SOLICITATION**

All printed, excel spreadsheet, electronic media (CD/DVD, Jump Drive or etc.), build sheets in the Submittal Section must be completed and accurate with your response. It is permissible to copy both sections if necessary. Erasures, interlineations, or other modifications of your solicitation shall be noted by the authorized person signing the solicitation. No submittals shall be altered, amended or withdrawn after the specified solicitation due time and date. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any deviation from this solicitation shall be clearly stated and identified in a separate section titled Request for Consideration of Alternate Terms and must be included with your submittal. Solicitations submitted with additional/alternate terms, conditions or agreements may be considered as non-responsive and rejected.

Due to the complexity of the offers and to aid in the evaluation, the offers should contain all required information in tabbed sections as indicated in the electronic spreadsheet. Omissions or alternations of the electronic spreadsheet will be sufficient grounds for the City to consider your offer to be non-compliant.

The submittal shall include ample written evidence, in the form of technical specification, cut/tear



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sheets, brochures, pictures, drawing, etc., to demonstrate that all specifications herein have been met and/or exceeded

Offeror shall organize and submit their response in the following order:

- Tab 1 Exhibit A-Technical Requirements**
- Tab 2 Exhibit B-Service Level Agreement**
- Tab 3 Method of Approach**
- Tab 4 Experience and Qualifications**
- Tab 5 Cost-Section V-Submittal**
- Tab 6 Submittal of Offer**
- Tab 7 Addenda**
- Tab 8 Alternative Terms/Exceptions**

5. **FOB POINT**

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): Various City of Phoenix Police locations

6. **PERFORMANCE SURETY REQUIREMENTS**

A performance surety in the amount of **50%** of the total contract amount shall be provided by the Contractor immediately after notice of award. The City of Phoenix will not issue a written purchase order or give notice to proceed in any form until the surety is received by the Procurement Division. The performance surety must be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. If surety is in the form of a bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies. A Certificate of Deposit (CD) issued by a local Phoenix bank may also be used as a form of surety provided that the CD is issued jointly in the name of the City of Phoenix and the Contractor, and that the Contractor endorses the CD over to the City at the beginning of the contract period. Interest earnings from the CD can be retained by the Contractor.

7. **STATEMENT OF ABILITY AND PAYMENT SURETY REQUIREMENT**

Offerors should submit **with the solicitation** a letter from a bonding or insurance company stating that the Offeror can qualify for and procure the performance and/or payment surety required in this solicitation. Submittals received without the required statement of ability to secure a performance or payment surety may be considered as non-responsive. Offerors anticipating the submittal of a cash surety in lieu of a bond should submit a statement notifying the City.

8. **OFFER**

All offers shall be firm and fixed for a period of 120 calendar days from the solicitation opening date. Pass-through offer adjustments will be accepted after that date provided said adjustment(s) are submitted in writing with thirty (30) days advance notice and are accompanied by written documentation of a manufacturer's offer increase. Offer adjustment requests shall be sent to: Claudia Ruiz, Purchasing, 251 W. Washington Street, Phoenix, Arizona 85003.

9. **PRE-AWARD QUALIFICATIONS**

- A. Offeror shall have been in operation a minimum of two (2) years within the last five (5) years. The offeror's normal business activity during the past two (2) years will have been for providing complete scope of work listed in this solicitation. (This information must be provided in Section V- Submittal, subsection number. Years in Business and Customer Reference Listing of this solicitation.)



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- B. Upon notification of an award the offeror will have ten (10) business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in Section III – Special Terms subsection number Insurance Requirements of this solicitation.
(Note: Insurance requirements are non-negotiable)
- C. After the City receives and approves the certificate of insurance the offeror will receive notice to submit a complete work schedule covering all the locations the group(s) for which they received low solicitation notification. The offeror will have ten (10) business days to complete and submit the work schedule for each location. Offeror is required to include in the work schedule the number of workers, for each location, they employ to complete the services as specified in scope of work

If any of the above requirements are not met, the offeror's submittal will be deemed non-responsive and the next lowest responsible offeror will receive low solicitation notification initiating the pre-award qualification process.

10. **AWARD**

Award will be made on an "all or none" basis. Prices must be shown for each item(s) listed. Submittal without individual item prices listed will be considered as non-responsive and rejected.

11. **METHOD OF ORDERING (PURCHASE ORDERS)**

Issuance of written purchase order(s) by the Procurement Division. Contractor shall deliver items and/or services only upon receipt of a written purchase order issued by the Procurement Division. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

12. **METHOD OF INVOICING**

Invoice must include the following:

- A. City purchase order number, requisition number, or contract agreement number.
- B. Items listed individually by the written description and part number.
- C. Unit price, extended and totaled.
- D. Quantity ordered, back ordered, and shipped.
- E. Applicable tax.
- F. Invoice number and date.
- G. Requesting department name and "ship-to" address.
- H. Payment terms.
- I. FOB terms.

13. **METHOD OF PAYMENT**

Contractor will be paid on a monthly basis in arrears. Invoices must contain the agreement number or bid number under which the purchase was awarded. Contractor to submit monthly invoice to:

Police Fiscal
620 W. Washington Street
Phoenix, Arizona 85003



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14. INDEMNIFICATION:

(STANDARD PROFESSIONAL SERVICE – NO DRIVING)

Contractor (“Indemnitor”) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (“Claims”) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

INSURANCE REQUIREMENTS:

Contractor and subcontractors must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Worker's Compensation and Employers' Liability

Workers' Compensation and Statutory



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Employers' Liability
Each Accident \$100,000
Disease – Each Employee \$100,000
Disease – Policy Limit \$500,000

Policy shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim \$1,000,000
Annual Aggregate \$2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this contract, the Contractor must provide to the City, within two (2) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed to City of Phoenix Finance Department, Purchasing Division, 251 W. Washington Street, Phoenix, Arizona 85003; emailed to: procurement.workflow@phoenix.gov.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City



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before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to City of Phoenix, Deputy Finance Director/Purchasing, 251 West Washington, Phoenix, Arizona 85003. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

15. **CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENTS**
A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK IN ANY CITY FACILITY WITHOUT: (1) THE PRIOR COMPLETION AND CITY'S ACCEPTANCE OF THE REQUIRED BACKGROUND SCREENING; (2) WHEN REQUIRED, THE CONTRACT WORKER'S RECEIPT OF A CITY ISSUED BADGE. A BADGE WILL BE ISSUED TO A CONTRACT WORKER SOLELY FOR ACCESS TO THE CITY FACILITY(S) TO WHICH THE CONTRACT WORKER IS ASSIGNED. EACH CONTRACT WORKER WHO ENTERS A CITY FACILITY MUST USE THE BADGE ISSUED TO THE CONTRACT WORKER.

BADGE ACCESS PROCEDURES

An authorized City of Phoenix badge application form is available at the City of Phoenix Badging Office, 251 W Washington St., 2nd Floor, Phoenix, AZ 85003-1611. Each contract worker (as defined herein) who is furnishing standard risk (as defined herein) or maximum risk (as defined herein) services under this agreement shall submit to the City of Phoenix, Banking and Cashiering Division, 305 W Washington Street, 1st Floor, Phoenix, AZ 85003-1611:

- (i) a fully completed and authorized City of Phoenix badge application form;
- (ii) a check in the initial badge fee amount listed below made payable to the "City of Phoenix"; and
- (iii) two forms of identification. One form of identification must be a government issued credential with an accompanying photograph. The second form identification must be a valid passport; military issued identification card; immigration and naturalized services identification card; social security card; or an original birth certificate.

After the receipt of the badge application and payment, the contract worker will proceed to the badging office for processing of the badge application and issuance of the badge. The City will not process the badge application until the contract worker satisfies the required background screening (as defined herein). The contract worker shall comply with all requirements and furnish all requested information within five (5) business days from initial submission of the badge application or the subject contract worker's badge application shall be rejected.



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KEY ACCESS PROCEDURES

If the contractor worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by the contractor for each key issued. The key issue/return form is available and the completed form shall be submitted to the badging office at the address above.

STOLEN OR LOST BADGES OR KEYS

Contractor shall report lost or stolen badges or keys to their local police department and must obtain a police department report (PDR) prior to re-issuance of any lost or stolen badge or key. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fee listed below prior to issuance of a new badge or key.

RETURN OF BADGE OR KEYS

All badges and keys are the property of the City and must be returned to the City at the badging office within one (1) business day (excluding weekends and City holidays) of when the contract worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor shall collect a contract worker's badge and key(s) upon the termination of the contract worker's employment; when the contractor worker's services are no longer required at a particular City facility(s); or upon termination, cancellation or expiration of this agreement.

CONTRACTOR'S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH

Contractor's default under this section shall include, but is not limited to, the following:

- (i) Contract worker gains access to a City facility(s) without the proper badge or key;
- (ii) Contract worker uses a badge or key of another to gain access to a City facility;
- (iii) Contract worker commences services under this agreement without the proper badge, key or background screening;
- (iv) Contract worker or contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- (v) Contractor fails to collect and timely return contract worker's badge or key upon termination of contract worker's employment, reassignment of contract worker to another City facility or upon the expiration, cancellation or termination of this agreement.

Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, contractor agrees to properly cure any default under this section within three (3) business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that contractor's failure to properly cure any default under this section shall constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the contractor shall be liable for and pay to the City the sum of one thousand dollars (\$1,000.00) for each breach by contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement in the event that contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that contractor breaches this section. The parties further agree that three (3) breaches by contractor in this section arising out of any default within a consecutive period of three (3) months or three (3) breaches by contractor in this section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this



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agreement by contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

BADGE AND KEY FEES

The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon thirty (30) days prior written notice to contractor.

Initial Badge Fee:	\$55.00	per application
Replacement Badge Fee:	\$55.00	per badge
Lost/Stolen Badge Fee:	\$55.00	per badge
Replacement Key Fee:	\$55.00	per key
Replacement Locks:	\$55.00	per lock

16. PARTIAL PAYMENTS

Partial payments are not authorized on individual written contract order release number issued. Payment will be made upon final delivery and acceptance of all supplies or services ordered on each contract order release number issued against the agreement.

17. POST AWARD CONFERENCE

A post award conference will be held by the Project Manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

18. PERFORMANCE INTERFERENCE

Contractor shall notify the City’s department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.

Department Contact: Sgt. Kevin Johnson

Phone: (602) 534-3119

19. LEGAL WORKER REQUIREMENTS

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

- A. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
- B. A breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- C. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.



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20. **OPTION FOR ADDITIONAL QUANTITIES AND PRODUCTS**

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual Body Worn Video Cameras that will be purchased under this contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.

21. **OPTION TO EXTEND**

The City may, at its option and with approval of the Contractor, extend the period of this contract up to three (3) additional year(s), in increments of up to one year.

22. **WARRANTY**

All equipment supplied under this contract shall be fully guaranteed by the contractor for a minimum one (1) year from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the contractor (including parts and labor) without cost to the City.

23. **EQUIPMENT DEMONSTRATION**

The City may, in its discretion, require a demonstration of the equipment or material offered as part of the evaluation process. The equipment or material shall be provided by the offeror at no cost to the City for the period of time deemed sufficient to properly evaluate the product. The exact time period, conditions and terms of the evaluation shall be established at the time a demonstration is requested.

24. **EVALUATION LITERATURE**

Complete specifications, literature, illustrations, blueprints and photos of the proposed equipment shall be submitted with the bid. Bids submitted for products considered by the Offeror to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate their product(s) offered.

Offeror shall indicate on its submittal any variation between the equipment offered and the literature or specification sheets submitted. Any item or items not specifically mentioned shall not be interpreted as not being requested. These specifications are intended to set a minimum level of quality and/or suitability. All equipment supplied shall be new, unused current production models equipped as described in the manufacturer's published literature and specification sheets. All equipment and components listed as standard by the manufacturer for the model offered shall be furnished whether or not such items are detailed herein, e.g., special wrenches, tools, kits, jacks, instruments etc. Optional equipment needed to meet the specifications shall also be supplied.

25. **LIQUIDATED DAMAGES**

If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$500. Procurement Division may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence. Deputy Finance Director will be the sole judge in determining the liquidated damages.



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26. **NEW EQUIPMENT**

All items offer shall be new equipment supplied from the manufacturer. Submissions for remanufactured equipment will be considered as non-responsive and rejected.

27. **REPLACEMENT PARTS AVAILABILITY**

Submission of this solicitation shall constitute a guarantee by the offeror that a stock of replacement parts for the specified equipment is locally available.

Captive parts must be available within 48 hours following the placement of an order. Contractor shall provide parts delivery, to include deliveries on Saturday. If special handling and/or freight are required, the Contractor will assume all charges.

28. **SOFTWARE SUPPORT**

Contractor agrees to offer for each software program licensed to the City a Source Code Escrow Agreement that provides for release of the source code version of the licensed software program from escrow upon the occurrence of certain release events, including Contractor's failure to provide required maintenance services as agreed; any rejection or termination of the License Agreement by Contractor or its successors or representatives in breach of the provisions of the License Agreement including in all events any rejection or termination of the License Agreement or any proposal to do so under Title 11 of the United States Code, as now constituted or hereafter amended (the "Bankruptcy Code"), or any other federal or state bankruptcy, insolvency, receivership, or similar law; (b) failure of a trustee, including Contractor as debtor in possession in any bankruptcy case hereafter filed by or against Contractor to assume the License Agreement within fifteen (15) days after the filing of the initial bankruptcy petition or to perform the License Agreement within the meaning of Section 365(a)(4)(i) of the Bankruptcy Code; (c) the termination of substantially all of Contractor's ongoing business operations relating to the subject of the License Agreement and (d) any liquidation of Contractor, or any sale, assignment, or foreclosure of or upon assets that are necessary for the performance by Contractor of its responsibilities under the License Agreement and any agreed upon Support or Maintenance Agreement.

29. **SPECIFICATIONS**

The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, whether or not it has been detailed in these documents.

30. **PROPOSAL EVALUATION, NEGOTIATION AND SELECTION**

The CITY will evaluate and negotiate Proposals, select the Proposer whose proposal represents the best value to the CITY, and award any Contract in accordance with the criteria and procedures described in this RFP, including this section. The RFP's approach contemplates that proposals will first be evaluated to determine which ones are in the Competitive Range. The CITY may then discuss with Proposers and negotiate proposals in the Competitive Range, after which the CITY may request BAFOs. But the CITY may select a proposal for award without discussions or negotiations and without requesting BAFOs.

31. **EVALUATION COMMITTEE**

The CITY will appoint an Evaluation Committee. The Evaluation Committee may consist of CITY staff, staff from other transit agencies, and other persons. The Procurement Officer shall chair the Evaluation Committee and serve in a non-voting capacity. The Evaluation Committee will



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evaluate proposals, establish the Competitive Range, negotiate proposals, and select the Proposer, if any, to receive the Contract award.

The CITY may appoint a Subject Matter Expert (SME) Team to provide technical assistance to the Evaluation Committee. The SME Team may consist of CITY staff, staff from other public agencies, and other persons. The SME Team shall evaluate the technical portion of each proposal for compliance with the RFP specifications. The SME Team will provide a summary of their technical review to the Evaluation Committee.

The Procurement Officer will review and score Price Proposals. The Proposer offering the lowest total cost will receive the maximum points allocated for price. All other Proposers will receive points based on the mathematical relationship between their proposed price and the lowest Proposer's price.

32. **PROPOSAL SELECTION PROCESS**

This section describes the process by which proposals will be reviewed and evaluated and the Proposer selected for a potential award. In selecting a Proposer, the CITY will apply the evaluation criteria set forth below.

The section "Qualifications (Responsibility) Requirements" below specifies the requirements for determining responsible Proposers, all of which requirements must be met by a Proposer to be found qualified. The final determination of a Proposer's qualifications will be based upon all information received during the evaluation process.

The section "Proposal Evaluation Criteria" below contains the evaluation criteria, and specifies their relative weight, by which proposals will be evaluated. An award, if made, will be to a responsible Proposer whose proposal represents the best value to the CITY based on price and all other evaluation criteria.

33. **QUALIFICATION (RESPONSIBILITY) REQUIREMENTS**

The following requirements determine Proposer responsibility. All of these requirements must be met. They are not listed in order of importance. The CITY's final review of a Proposer's responsibility will be based on the information in the proposal, any information submitted at the CITY's request, all information in a best and final offer, and information received from Proposer's references. Any Proposer whose proposal does not meet these requirements, as determined by the Evaluation Committee, is not responsible, and the Proposer's proposal will not be considered further in the evaluation process. The requirements are as follows.

1. Each Proposer shall possess and demonstrate the capability to perform the Work and to complete the Contract in a satisfactory manner, as measured by the following:
 - a. Proposer's ability to secure the required performance bond as evidenced by a letter of commitment from a surety authorized to write surety business in Arizona confirming that the Proposer can be bonded for the required amount.
 - b. Proposer's ability to secure the required insurance coverages in limits that meet minimum RFP requirements, all as evidenced by a commitment letter from an underwriter confirming that Proposer is insurable for the required coverages in the required limits.
2. Each Proposer shall demonstrate evidence that its human and physical resources are



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sufficient to perform the Contract and to ensure the level of service required, including sufficient personnel in the requisite disciplines and all necessary licenses, skills, experience and equipment to complete the Contract as required.

3. Each Proposer shall demonstrate evidence of satisfactory past performance of contracts of similar size, scope and complexity as evidenced by client references.

34. PROPOSAL EVALUATION

Phase I

The Technical Requirements (pass/fail) Exhibit A must be submitted with proposal response. Failure to submit Exhibit A will deem proposal non-responsive.

The technical requirements will be evaluated on a pass/fail basis. Proposals that meet the required specifications will be further evaluated in Phase II. Proposals that do not meet the required specifications will not be further evaluated and will not be considered for award.

Only those proposals that pass technical requirements will be evaluated in Phase II.

Phase II

The following constitute the criteria, listed in order of importance, by which the CITY will evaluate and rank Proposals for purposes of determining the Competitive Range and selecting a Proposal for a potential award.

a.	Method of Approach	0-350 points
b.	Testing	0-250 points
c.	Experience and Qualifications	0-200 points
d.	Cost (Section V-Submittal)	0-200 points

Total Points	1000 Points
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35. PROPOSER EXCEPTIONS

The Procurement Officer will review and analyze all Proposer exceptions, conditions, reservations or understandings, if any, stated in each proposal. If the exceptions, conditions, reservations or understandings are acceptable, the Evaluation Committee will evaluate the proposal according to the evaluation criteria affected by the exceptions, conditions, reservations or understandings. The CITY may reject any and all exceptions. Proposer may not take exception to mandatory RFP requirements or to requirements that are conditions of responsiveness.

36. EVALUATION PROCEDURE

The detailed evaluation forms and procedures follow the same proposal format and organization specified in Section I "Proposal Format." Therefore, Proposers must closely read and strictly follow all instructions. By submitting a proposal, the Proposer accepts all of the Contract documents, except the conditions, exceptions, reservations or understandings that are explicitly, fully and separately stated and submitted in accordance with Section F "Proposer Exceptions." Under the criteria set forth in Section C "Proposal Selection Process," the Evaluation Committee will evaluate any conditions, exceptions, reservations or understandings that do not result in the rejection of the proposal.

Evaluations will be made in strict accordance with all of the evaluation criteria specified in Section



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C “Proposal Selection Process.” The Evaluation Committee will recommend the Proposal that constitutes the best value and is the most advantageous to the CITY.

37. EVALUATION OF COMPETITIVE PROPOSALS

1. Determining Responsiveness

Nonresponsive proposals will not be considered in Phase II of the evaluation process. The RFP states criteria that determine responsiveness, and the RFP identifies terms and conditions that if included or excluded from proposals (as the case may be) will render a proposal nonresponsive. The Procurement Officer will review only exceptions, conditions, reservations or understandings that are explicitly, fully and separately stated in the submitted proposal to determine if one or more are acceptable. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and a Proposal that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive.

2. Qualification of Responsible Proposers

The Procurement Officer will review each Proposal to determine if the Proposer is responsible. This determination will be made based on the Proposal, any additional information requested by the CITY, information in any best and final offer, and information received from Proposer’s references, including information about Proposer’s past history. A review of responsibility may occur up to contract award, although proposer’s may be deemed non-responsive if requirements are not met.

3. Detailed Evaluation of Proposals and Determination of Competitive Range

The Evaluation Committee will perform and document its evaluation in accordance with the criteria and procedures set forth in RFP Section C “Proposal Selection Process.” During deliberations, the Evaluation Committee will reach a consensus score for each evaluation criterion except price, which the Procurement Officer will score. The consensus scores will determine the Proposers’ rankings and which Proposals are within the Competitive Range.

4. Proposals not within the Competitive Range

In accordance with CITY policies, the CITY will notify Proposers of any proposals that the CITY has determined are not in the Competitive Range.

5. Discussions with Proposers in the Competitive Range

The CITY will notify each Proposer whose proposal is in the Competitive Range and provide in writing any questions or requests for clarification to the Proposer. Each Proposer so notified may be interviewed by the CITY and asked to discuss answers to written or oral questions or provide clarifications to any facet of its proposal.

If a proposal in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract requirement as provided in Section F “Proposer Exceptions,” the CITY may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the CITY in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the CITY may instruct any Proposer to remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so, the CITY may determine the Proposal is nonresponsive, and the CITY may revoke its determination that the proposal is in the Competitive Range.

To the fullest extent permitted by law, the CITY will not provide any information, financial or otherwise, to any Proposer about other proposals received in response to this RFP. During



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discussions with Proposers in the Competitive Range, the CITY will not give Proposers specific prices or specific financial requirements that Proposers must meet to qualify for further consideration. But the CITY may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Proposers will not be told of their relative rankings before Contract award.

6. **Best and Final Offers (BAFO)**

Each Proposer in the Competitive Range may be afforded the opportunity to amend its proposal and make one BAFO. The request for BAFOs will include the following:

- a. Notice that discussions/negotiations are concluded.
- b. Notice that this is the opportunity to submit a written BAFO.
- c. A common date and time for submission of a BAFO by each Proposer in the Competitive Range, allowing a reasonable opportunity to prepare BAFOs.
- d. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for receipt of BAFOs.
- e. Notice to Proposers that do not submit a notice of withdrawal or a BAFO that their immediately previous proposal will be construed as their BAFO.

If a Proposer's BAFO modifies its initial Proposal, the modifications must be identified in the BAFO. The CITY will evaluate BAFOs based on the same requirements and criteria applicable to initial Proposals. The CITY will adjust appropriately the initial scores for criteria that have been affected by Proposal modifications made by a BAFO. Based on the criteria defined in Section C "Proposal Selection Process" as weighted, the CITY will then perform final scoring and prepare final rankings.

The Evaluation Committee will recommend the proposal that is the best value and most advantageous to the CITY based on the evaluation criteria. The results of the evaluation and the selection of a Proposer for any award will be documented in the solicitation file.

The CITY reserves the right to make an award to a Proposer whose proposal it judges to be the best value and most advantageous to the CITY based on the evaluation criteria, without conducting written or oral discussions with any Proposer and without soliciting BAFOs.

38. **INTERVIEWS**

The City reserves the right to conduct interviews with some or all of the Proposers at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process may be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Proposer for the costs associated with the interview process.



SECTION IV – SCOPE OF WORK

CITY OF PHOENIX
Procurement Division
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1. OVERVIEW

The need for a body worn video camera system arose out of the Community Engagement and Outreach Task Force, implemented by the City Manager in 2010. After numerous task force meetings, one of the thirty-four recommendations was that police officers in the patrol division utilized an on-person or in-car video camera system.

In 2011, a pilot project was spearheaded with a local law enforcement product company which provided 18 units to the Department along with a backend server solution. Though this pilot project lasted four months, the Department clearly saw the use to procure a similar system.

Following the pilot project, the Department applied for and was awarded a grant from the U.S. Department of Justice, Bureau of Justice Assistance, under the Smart Policing Initiative to procure, study, and report on the results of instituting a body worn video camera system.

The equipment and software solution to be purchased under this RFP will directly support the above listed department goals and is viewed as a highly valued resource that will improve the transparency and overall effectiveness of day to day police operations.

2. BACKGROUND

The Phoenix Police Department (PPD), as of January 2016 is comprised of 2,691 sworn and 916 civilian employees, responsible for protecting and serving the residents of Phoenix, Arizona. Phoenix is the 6th largest city in the country with a diverse population of over 1.5 million residents covering 520 square miles.

The Phoenix Police Department currently deploys 150 body worn video cameras. This proposal will allow the department to increase deployment to 700 body cameras and enable future expansion to the entire patrol division. The Body Worn Video Cameras will demonstrate the Phoenix Police Departments commitment to transparency, ensure the accountability of its members, increase public's trust in officers, and protect its members from unjustified complaints of misconduct.

3. SCOPE OF WORK

The City of Phoenix (COP) invites sealed proposals for **Body Worn Video Cameras - Requirements Contract** for the initial two (2) year period in accordance with the specifications and provisions contained herein.

The City requests proposals for the purchase, implementation, and support of body worn (audio/video) cameras to be worn by the patrol division and/or selected other areas within the police department. These body worn video cameras will be worn on multiple possible locations outside of or integrate with the officer's uniform with a user-friendly interface for activating and de-activating recording capabilities. Uploading, viewing, and tagging recordings will be user-friendly and available from a centralized management system to include data integrity verification and metadata to comply with chain of custody requirements. The City of Phoenix intends to have these units worn full time by the patrol division and/or selected other areas within the police department.



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The system will be in full compliance with the FBI's Criminal Justice Information Services (CJIS) Security Policy; <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center> System will be subject to ongoing audits to ensure compliance is met for the duration of the contract.

As part of the evaluation process, the City may require companies to conduct on-site demonstration of the proposed digital evidence/camera software solution.

The intent of this request for proposal is to find the body worn video camera system for public safety use that offers ease of use, functionality, recording and long term storage capabilities.

The City has identified the following primary benefits of the digital evidence and body camera solution:

- Allow for the capture of high quality video, audio, and still pictures from an Officer's perspective;
- Allow the Officer to tag files that can be immediately uploaded to a central data file repository;
- Provide for a centralized digital evidence repository where all of the captured data can be easily organized, securely stored, and retrieved.

4. EXPERIENCE AND QUALIFICATIONS

Proposer Shall;

Provide a history of the business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the firm has been operating as the legal entity, and the length of time the firm has been providing the requested service. The proposer shall explain their firm's experience in providing body worn video cameras to law enforcement agencies and the number of cameras deployed at each agency.

- Offeror shall have been in operation a minimum of two (2) consecutive years within the last five (5) years.
- Provide three (3) references from other law enforcement agencies with deployments of one hundred (100) or more cameras.
- List the proposed key members of staff to be assigned to the City's contract including their roles and estimated participation in delivering the services.
- Disclose and explain any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on their ability to provide the required needs.
- Disclose and explain whether they have been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years.
- Any support staff requiring direct access to systems connected to the Phoenix Police network will be required to successfully pass a criminal background check to be verified by the Local Agency Security Officer to meet CJIS requirements.
- The proposer shall identify areas of expertise and resources available both nationally and locally to provide the requested services.



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- Proposers must demonstrate experience in designing, implementing, and maintaining body worn video camera and complex backend infrastructure solutions.

5. WARRANTY

All hardware and software supplied by proposer shall be guaranteed for a minimum period of one (1) year after signature of completion including full functionality of the system against defects in design, materials, and workmanship. The warranty include all patches, hardware, and software including upgrades, with the option to purchase additional years. All hardware and software components must be identified for the proper operation of the system. All licenses and product identification numbers must be identified. The vendor's Return Material Authorization (RMA) process must be described. Vendor must replace inoperable equipment within three (3) working days of date incident initially reported. Vendor to provide one percent (1%) of total amount of cameras as on site working spare units.

6. TRAINING

The proposer will be required to train City personnel in the use of the software and body-worn cameras. Proposer shall explain and document in the proposal response their training programs in detail, including description of training program, availability of manuals, specific areas covered, number of people who will be trained, levels of staff and management to be trained, hours of training and other information that will allow for evaluation.

- Training shall occur prior to the City's use of the system.
- Training will be conducted at a City facility to be determined.
- Contractor will provide an electronic copy of training materials. The City has the right to make hard copies as deemed necessary.
- The Training Plan must include written description of the types of the precise training classes that will be conducted, to include system administrator training, "train the trainer" and operator training.

7. TECHNICAL REQUIREMENTS

Section	Camera Characteristics
A	Description
A-1	Device worn by officers shall not exceed six (6) ounces in total combined weight.
A-2	Unit shall have record capability of at least four (4) hours on single battery charge.
A-3	Unit shall have sustained stand-by battery life of ten (10) hours without recharging or requiring additional batteries



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A-4	Unit shall be able to store at least four (4) hours of recording internally.
A-5	Unit shall have a recording indicator visible to the operator and subject(s) of recording.
A-6	Unit shall have a field of vision of at least fifty (50) degrees.
A-7	Unit shall have low light level recording capability similar to the human eye.
A-8	If unit has night vision capability, system administrator shall be able to disable the function administratively.
A-9	The battery charging and video upload (from camera) functionality shall be simultaneously possible from a minimum of 15 units.
A-10	Camera shall be easily worn on multiple locations on the body.
A-11	Camera shall have no more than one cable attaching to external device while worn. (preference is none)
A-12	Camera shall withstand fall from six (6) feet and maintain functionality.
A-13	Camera shall withstand extended heat up to one hundred and fifty (150) degrees Fahrenheit without losing functionality or data loss.
A-14	Camera shall meet at least an IPX5 waterproof rating.
A15	Shall have storage that is secure and non-removable

Section	Display and Access
B	Description
B-1	Remote viewing of recordings shall be possible in the field by non-technical personnel. No additional set-up is required by the user.
B-2	The system shall provide enhanced user authentications either through MS Active Directory integration or other secure password verification. (The management of account administration and responsibility for assigning rights will be identified.)
B-3	The authority to access stored video shall be hierarchical in nature with an audit trail showing users that have viewed and copied video to an external source, e.g. CD/DVD, local storage.



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B-4	The recordings shall be tagged automatically with date/time, including hours/minutes/seconds.
B-5	Regardless of time source used, software shall able to display recordings in local time.
B-6	System shall able to utilize locally maintained GPS clock as time source (NTP Server).
B-7	System shall allow the administrative user the ability to set and control length of retention periods by individual recording.
B-8	The system which handles the recordings shall allow multiple concurrent user log-ins.
B-9	The system shall have customizable search criteria options.
B-10	Recordings within the system shall be stored securely and encrypted with a minimum of AES-256 bit encryption. Direct access of the recording files by circumventing the software is not playable.
B-11	No external party-initiated connections are allowed.
B-12	The proposer's camera must be compatible with the City of Phoenix's software: Win7, Win8, Win10 Plus, IE8, IE9, IE10, and IE11 Plus.
B-13	System shall have a complete audit trail generated for all digital evidence to include: Uploading, Viewing, Exporting, Sharing, Deleting, Redacting, Indexing, Updating, and Purging. Audit trail should include: Username, ID#'s, Date and Time Stamps

Section	Storage
C	Description
C-1	The video must be exportable in an industry standard file format, e.g. avi, mpeg, mp4. Identify the Media Playback program and/or required codec.
C-2	All data is property of the City of Phoenix and upon request, must be made available at no additional cost in a standard format as outlined in C-1) above.
C-3	Storage solution must comply with law enforcement Criminal Justice Information Services (CJIS) data protection and transport (i.e. SSL) standards. No external party-initiated connections will be allowed. The storage facility must be located within the United States (lower 48) including data storage for disaster recovery (DR) solutions. Vendor to recommend supported storage provider and include cost of storage for annual budgeting purposes
C-4	Upon request, the proposer shall provide all data in an indexed and searchable format
C-5	The City of Phoenix shall be able to move this data to a different cloud provider, vendor, or move on premise as dictated by business requirements.



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C-6	The system must maintain and be able to export audit trail along with video, including redactions. Vendor must include the scope of the audit trail.
C-7	Vendor must verify data integrity including checksum verification for all data for the lifespan of the files to ensure no corruption or lack of availability from malicious infection.

8. **BUSINESS SOLUTION:**

Business Solution offered shall include all costs incurred when;

- i) Data is stored in a CJIS compliant cloud service.
- ii) Data is stored on premise.
- iii) Hybrid format as recommended by the vendor with a combination of on premise and cloud backup or long term storage. Storage costs, equipment replacement costs, and cloud transactions costs must be clearly indicated by vendor for each model. All additional costs disclosed.

Cloud based hosted solutions shall have environmental safeguards of data centers such as:

- Fire detection and suppression
- Uninterruptible power supplies
- Power generator management
- Climate control

9. **TECHNICAL COMPONENT**

- The equipment must index data, e.g. officer name, serial number, date/time of recording, report number, and type of crime.
- The proposer shall identify ability to automatically integrate with CAD systems and list or identify supported CAD vendors.
- The proposer shall identify the technical support and assistance that will include, but not be limited to the following; devices worn by police personnel, docking/charging stations, networking equipment, WAN/LAN connectivity, system software, system upgrades, and video retrieval software and procedures.
- The proposer will identify how videos are stored on device and backend storage, including naming schema and encryption levels.
- The proposer shall describe the process by which video(s) are uploaded, e.g. uploaded by smallest file size first, or in order of recording; and expected download time.
- System must be able to support integration for the backup of data (including video and database with audit logs) for data integrity in the event of corruption or malware.
- System shall support a local backend infrastructure in addition to CJIS compliant cloud storage with the ability to migrate in either direction at the discretion of the police department.



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10. PERFORMANCE

1. Vendor must be able to provide and meet clearly defined performance parameters including; bandwidth for upload/download retrieval as well as storage limits, backups, and disaster recovery for on premise and cloud storage options.
2. Due to the size of the City of Phoenix, there are some remote locations which may not have high bandwidth network connectivity. In these locations, vendor will provide details on how they will meet performance parameters outlined in requirements in 1) above.

11. TESTING

- A. A testing period will be performed as part of this solicitation of this solicitation. During the testing period, the City of Phoenix Police Department will evaluate each camera to assess in a static and fluid environment based on the following:

1. Ease of Camera Use

- Student Learning Curve
- Simplicity of Function - On/Off Switch
- Simplicity of Function - Location of System on Body
- Simplicity of Function - Multiple Mounting Options
- Simplicity of Function - Button Location(s)
- Simplicity of Function - Safety/LED Visibility, Audible Tones
- Simplicity of Function – Weight of Camera
- Simplicity of Function – Verify amount of Cables from Camera

2. Camera Functionality

- Comfort - Standing
- Comfort - Driving - Entering/Exiting Vehicle
- Night Time Use: Infrared, Low-Light, etc.
- Sound/Audio - measured distance

3. Camera Sturdiness

- Live Actor Scenario - Foot Pursuit
- Live Actor Scenario - Red Man: strikes/kicks; 30 second dynamic force encounter
- Live Actor Scenario - Firearms/Live Fire - Handgun
- Live Actor Scenario - Firearms/Live Fire - Shotgun/Stun-bag
- Live Actor Scenario - Firearms/Live Fire - Rifle
- Obstacle Course
- Drop Test - 6 foot drop onto hard surface
- Verify vendor IPX5 waterproof rating

4. Video Download Capability

- Export video and note file type
- Look for compression artifacts in exported video
- Review the audit trail for accuracy and completeness
- Test unit or docking station for download capabilities
- Calculate average size of video file GB/MINUTE(s)



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- Verify no removable storage
5. **Ease of Access**
- Search for video by Case Number, Serial Number, Type of Crime and Date
 - Determine if video can be played back and reviewed from within the user interface
 - Evaluate how easy it is to search for and locate the desired video
 - Test remote off site playback of video
 - Evaluate remote storage connectivity for security issues
 - Test off site file transfer capability. Is file transfer user initiated?
 - Verify display time is local time and displays hours/minutes/seconds
6. **Data Distribution Capability**
- Determine what video player or codec are required to playback the video
 - Determine if the video can be accurately played back in VLC Media Player, Windows Media Player, and Quicktime
 - Determine how Audit trail can be viewed and distributed
 - Import video into adobe software to determine limitations or complications in the redaction process
 - Test method of data (network/USB/etc.) distribution.
7. **Account Administration/Storage Rights**
- Evaluate devices and network connectivity for security issues
 - Determine network access method; DHCP, DNS and Active Directory capabilities
- B. Successful proposers who pass the Technical Requirements will be required to attend an assigned testing date and will provide training to police officers who will test that proposer's camera.
- C. Successful proposers will be required to provide the following information prior to the testing date:
1. Each proposer must identify network connectivity/docking requirements and preparation/delivery of equipment. Note: Wireless connectivity is not available at the training site.
 2. Each proposer will indicate any pre set-up requirements needed from City staff or equipment required for training.
- D. On the assigned training day, each proposer will provide three working test units and training at no cost to the City.
- E. All units undergoing testing will be returned to the proposer at the proposer's expense following the testing and evaluation of the units.



SECTION IV – SCOPE OF WORK

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12. **TESTING DATA**

- A. Upon completion of the test period, all data collected during the testing phase will be submitted to the City of Phoenix Police Department in its entirety at no cost and submitted in a readily viewable format.
- B. Data must be indexed and searchable by date and time of recording.
- C. Data must be submitted to the following address:

City of Phoenix
Procurement Division
Attn: Claudia Ruiz
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003

13. **SERVICE LEVEL AGREEMENT**

Proposer is to submit a Service level Agreement based on the information provided in Exhibit B. **Exhibit B must be submitted with proposal response. Failure to submit Exhibit B will deem proposal non-responsive.**

14. **OFFEROR DECOMMISSION AND TRANSITION APPROACH**

Offeror shall describe the decommissioning and transitioning approach used to transition data and/or systems in the event of contract termination, business discontinuation, or hosting transition to City of Phoenix Police Department or other governmental agencies.

Offeror shall describe how data will be transferred to the City of Phoenix.

Offeror shall describe how ownership of data and source code will be transitioned to City of Phoenix.

Offeror shall describe any other considerations needed to complete a full transition at the end of the contract period.

15. **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):**

Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Procurement Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director was not received prior to the Contractor's performance.



SECTION V – SUBMITTAL

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Please submit two (2) originals and seven (7) flash drives of the Proposal response and Submittal (Section V). **Please submit only Section V, do not submit a copy of the entire document.** This offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City’s best interest to do so.

1. Proposer shall provide an all-inclusive price and must include all necessary costs including but not limited to, materials, labor, travel, copy costs, incidentals, equipment, space, taxes, profit, insurance and any other items necessary to effectively conduct and complete the Scope of Work.

Proposer may submit pricing for multiple solutions.

On-Premise

Item No.	Description	Manufacturer & Product No.	Estimated Quantities	Unit Price Excluding Tax	Total Price Excluding Tax
1.	Body Worn Video Cameras to be inclusive of licensing, evidence transfer equipment, and service level agreement, 1 st year warranty		2000	\$	\$
2.	Extended Warranty (Years 2-5)		4 Years	\$ /year	\$
Grand Total of Lines 1 - 2 All or None					\$

Cloud or Hybrid

Item No.	Description	Manufacturer & Product No.	Estimated Quantities	Unit Price Excluding Tax	Total Price Excluding Tax
1.	Body Worn Video Cameras to be inclusive of licensing, evidence transfer equipment, and service level agreement, 1 st year warranty		2000	\$	\$
2.	Annual Offsite Data Download Storage price per GB		1each	\$	\$

Company Name _____	Page 47 of 65
Solicitation Due Date: Friday, March 18, 2016 at 2:00 p.m. Solicitation No. RFP 16-142(CR)	



SECTION V – SUBMITTAL

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3.	Extended Warranty (Years 2-5)		4 Years	\$ /year	\$
Grand Total of Lines 1 - 3 All or None					\$

2. ADDITIONAL PURCHASES

Item No.	Description	Manufacturer & Product No.	Estimated Quantities	Unit Price Excluding Tax
1.	Licenses		1 each	\$
2.	Batteries		1 each	\$
3.	On-Device Storage		1 each	\$
4.	Cables		1 each	\$
5.	Docking Station		1 each	\$

3. PAYMENT TERMS

Contractor offers a prompt payment discount of _____% _____ days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your bid.

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.

4. DELIVERY

Contractor states that item(s) ordered will be delivered _____ days after receipt of order. This delivery schedule shall include any time for shipping.

5. EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT

Name _____
 Telephone Number _____
 Alternate Contact _____



SECTION V – SUBMITTAL

**CITY OF PHOENIX
Procurement Division
251 W. Washington Street
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Phone: (602) 262-7181**

Telephone Number _____

6. YEARS IN BUSINESS AND REFERENCES

Contractor certifies that _____ has provided complete

(Company Name)

Enter the service listed in this solicitation for a period of _____ years.
(number of years)

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor is currently furnishing or has furnished, in the past, completed service for Enter the service you want references for.

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Solicitation Due Date: Friday, March 18, 2016 at 2:00 p.m.

Solicitation No. RFP 16-142(CR)



SECTION V – SUBMITTAL

**CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181**

OFFER

TO THE CITY OF PHOENIX:

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Taxpayer's Federal Identification No. : If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

OFFEROR MUST BE IN COMPLIANCE AT THE TIME OF AWARD

<p style="text-align: center;">Enter City's Registration System ID Number</p> <p style="text-align: center;">Located at City's eProcurement website (see SECTION I – INSTRUCTIONS - CITY'S REGISTRATION)</p>	
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.

Authorized Signature

Date

Printed Name and Title

Company Name _____

Address _____

City, State and Zip Code _____

Telephone Number _____

Company's Fax Number _____



SECTION V – SUBMITTAL

**CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
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Phone: (602) 262-7181**

Company's Toll Free #

Email Address

Company Name _____

Solicitation Due Date: Friday, March 18, 2016 at 2:00 p.m.

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SECTION V – SUBMITTAL

**CITY OF PHOENIX
Procurement Division
251 W. Washington Street
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Phoenix, AZ 85003
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ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No._____. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

City Clerk

Jim Campion, Deputy Finance Director

Approved as to form this 19 day of November, 2014

Awarded this _____ day of _____, 2016.

This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

Company Name_____

Solicitation Due Date: Friday, March 18, 2016 at 2:00 p.m.

Solicitation No. RFP 16-142(CR)



EXHIBIT A-TECHNICAL REQUIREMENTS

RFP No:

Proposer Name:

Phase I

The Technical Requirements (pass/fail) Exhibit A must be submitted with proposal response. Failure to submit Exhibit A will deem proposal non-responsive.

The technical requirements will be evaluated on a pass/fail basis. Proposals that meet the required specifications will be further evaluated in Phase II. Proposals that do not meet the required specifications will not be further evaluated and will not be considered for award.

Camera Characteristics

Section A	A-1		
Description	Device worn by officers shall not exceed six (6) ounces in total combined weight.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			

Section A	A-2		
Description	Unit shall have record capability of at least four hours on single battery charge.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			

Section A	A-3		
Description	Unit shall have sustained stand-by battery life of 10 hours without recharging or requiring additional batteries		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			



EXHIBIT A-TECHNICAL REQUIREMENTS

Camera Characteristics (continued)

Section A	A-4		
Description	Unit shall be able to store at least four hours of recording internally.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			

Section A	A-5		
Description	Unit shall have a recording indicator visible to the operator and subject(s) of recording.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			

Section A	A-6		
Description	Unit shall have a field of vision of at least fifty (50) degrees.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			

Section A	A-7		
Description	System must support the ability to capture and store mechanical failure resolution time corresponding to a mechanical failure start time event.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			



EXHIBIT A-TECHNICAL REQUIREMENTS

Camera Characteristics (continued)

Section A	A-8		
Description	If unit has night vision capability, system administrator shall be able to disable the function administratively.		
Does not Meet	_____	Meets	_____
			Exceeds _____
Description of Solution/Explain:			

Section A	A-9		
Description	The battery charging and video upload (from camera) functionality shall be simultaneously possible from a minimum of 15 units.		
Does not Meet	_____	Meets	_____
			Exceeds _____
Description of Solution/Explain:			

Section A	A-10		
Description	Camera shall be easily worn on multiple locations on the body.		
Does not Meet	_____	Meets	_____
			Exceeds _____
Description of Solution/Explain:			

Section A	A-11		
Description	Camera shall have no more than one cable attaching to external device while worn. (preference is none)		
Does not Meet	_____	Meets	_____
			Exceeds _____
Description of Solution/Explain:			

Section A	A-12		
Description	Camera shall withstand fall from six (6) feet and maintain functionality.		
Does not Meet	_____	Meets	_____
			Exceeds _____
Description of Solution/Explain:			



EXHIBIT A-TECHNICAL REQUIREMENTS

Camera Characteristics (continued)

Section A	A-13		
Description	Camera shall withstand extended heat up to one hundred and fifty (150) degrees Fahrenheit without losing functionality or data loss.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			

Section A	A-14		
Description	Camera shall meet at least an IPX5 waterproof rating.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			

Section A	A-15		
Description	Shall have storage that is secure and non-removable.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			

Display and Access

Section	B-1		
Description	Remote viewing of recordings shall be possible in the field by non-technical personnel. No additional set-up is required by the user.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			



EXHIBIT A-TECHNICAL REQUIREMENTS

Display and Access (continued)

Section	B-2		
Description	The system shall provide enhanced user authentications either through MS Active Directory integration or other secure password verification. (The management of account administration and responsibility for assigning rights will be identified.)		
Does not Meet	_____	Meets	_____
			Exceeds _____
Description of Solution/Explain:			

Section	B-3		
Description	The authority to access stored video shall be hierarchical in nature with an audit trail showing users that have viewed and copied video to an external source, e.g. CD/DVD, local storage.		
Does not Meet	_____	Meets	_____
			Exceeds _____
Description of Solution/Explain:			

Section	B-4		
Description	The recordings shall be tagged automatically with date/time, including hours/minutes/seconds.		
Does not Meet	_____	Meets	_____
			Exceeds _____
Description of Solution/Explain:			

Section	B-5		
Description	Regardless of time source used, software shall be able to display recordings in local time.		
Does not Meet	_____	Meets	_____
			Exceeds _____
Description of Solution/Explain:			



EXHIBIT A-TECHNICAL REQUIREMENTS

Display and Access (continued)

Section	B-6		
Description	System shall able to utilize locally maintained GPS clock as time source (NTP Server).		
Does not Meet	_____	Meets	_____
Exceeds	_____		
Description of Solution/Explain:			

Section	B-7		
Description	System shall allow the administrative user the ability to set and control length of retention periods by individual recording.		
Does not Meet	_____	Meets	_____
Exceeds	_____		
Description of Solution/Explain:			

Section	B-8		
Description	The system which handles the recordings shall allow multiple concurrent user log-ins.		
Does not Meet	_____	Meets	_____
Exceeds	_____		
Description of Solution/Explain:			

Section	B-9		
Description	The system shall have customizable search criteria options.		
Does not Meet	_____	Meets	_____
Exceeds	_____		
Description of Solution/Explain:			

Section	B-10		
Description	Recordings within the system shall be stored securely and encrypted with a minimum of AES-256 bit encryption. Direct access of the recording files by circumventing the software is not playable.		
Does not Meet	_____	Meets	_____
Exceeds	_____		
Description of Solution/Explain:			



EXHIBIT A-TECHNICAL REQUIREMENTS

Display and Access (continued)

Section	B-11		
Description	No external party-initiated connections are allowed.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			

Section	B-12		
Description	The proposer's camera must be compatible with the City of Phoenix's software: Win7, Win8, Win10 Plus, IE8, IE9, IE10, and IE11 Plus.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			

Section	B-13		
Description	System shall have a complete audit trail generated for all digital evidence to include: Uploading, Viewing, Exporting, Sharing, Deleting, Redacting, Indexing, Updating, and Purging. Audit trail should include: Username, ID#'s, Date and Time Stamps		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			

Storage

Section	C-1		
Description	The video must be exportable in an industry standard file format, e.g. avi, mpeg, mp4. Identify the Media Playback program and/or required codec.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			



EXHIBIT A-TECHNICAL REQUIREMENTS

Storage (continued)

Section	C-2		
Description	All data is property of the City of Phoenix and upon request, must be made available at no additional cost in a standard format as outlined in C-1) above.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			

Section	C-3		
Description	Storage solution must comply with law enforcement Criminal Justice Information Services (CJIS) data protection and transport (i.e. SSL) standards. No external party-initiated connections will be allowed. The storage facility must be located within the United States (lower 48) including data storage for disaster recovery (DR) solutions. Vendor to recommend supported storage provider and include cost of storage for annual budgeting purposes.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			

Section	C-4		
Description	Upon request, the proposer shall provide all data in an indexed and searchable format		
Capability Value:			
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			

Section	C-5		
Description	The City of Phoenix shall be able to move this data to a different cloud provider, vendor, or move on premise as dictated by business requirements.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			



EXHIBIT A-TECHNICAL REQUIREMENTS

Storage (continued)

Section	C-6		
Description	The system must maintain and be able to export audit trail along with video, including redactions. Vendor must include the scope of the audit trail.		
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			

Section	C-7		
Description	Vendor must verify data integrity including checksum verification for all data for the lifespan of the files to ensure no corruption or lack of availability from malicious infection.		
Capability Value:			
Does not Meet _____	Meets _____	Exceeds _____	
Description of Solution/Explain:			



EXHIBIT B-SERVICE LEVEL AGREEMENT

SERVICE LEVEL AGREEMENT

- The City of Phoenix seeks to understand and/or establish service level expectations with Proposer for services being proposed. Services being proposed by Proposer will fall into one of three operating support models as follows: Cloud, On-Premise, or Hybrid solution. For a definition of each of these, within scope of this RFP, please reference Table 1 below. The requirements vary depending on which operating model (Cloud, On-Premise or Hybrid) has been selected. Each of questions and requirements below may have different types of responses. Please ensure your response meets the criteria defined for each individual question. **Exhibit B must be submitted with proposal response. Failure to submit Exhibit B will deem proposal non-responsive.**

#	Requirement	Proposer Response	Description and/or Comments
1	Select the operating support model being proposed by Proposer. Indicate either Cloud, Hybrid or On-Premise in the "Proposer Response" field:		
2	Identify service availability commitment for 24/7/365 schedule. Yes or No		
3	Proposer will deliver service availability reports reflecting overall service availability, in weekly calendar increments, in conjunction with invoices delivered to customer. Respond with Yes or No		



EXHIBIT B-SERVICE LEVEL AGREEMENT

4	Proposer will notify customer of system-wide outage incidents impacting Client within a minimum of 30 minutes from the time the event occurred on offeror's systems. Yes or No		
5	Proposer's service desk/helpdesk engineer will respond with a verbal and/or written email notice that they will be actively working to resolve the issue within 30 minutes. Respond with Yes or No		
6	Level 1 incidents are total failure of systems or frequent intermittent failure such that the majority of Client business and/or users cannot consistently rely upon the quality and level of service. Offeror will resolve all Level 1 incidents within _____ specified from initial Client notification during <u>business hours</u> . Yes or No		



EXHIBIT B-SERVICE LEVEL AGREEMENT

7	Level 2 incidents are non-emergency issues that affect one or more Client end-users, but no more than 3% of overall Client end-users at any given time. This may include application error, reporting failure, login issues, etc. Vendor will resolve all Level 2 incidents within _____ specified from initial Client notification. Yes or No		
8	Failure to resolve a Level 2 incident within the specified timeframe elected by offeror will result in Offeror crediting Client ____ day(s) of annual maintenance, per hour, past the resolution time specified. Yes or No		
9	Proposer will schedule changes to solution only during Client's preferred scheduled maintenance windows.A74 Scheduled changes include proactive patching or enhancements. Respond with Yes or No. Please provide details.		
10	Offeror will notify Client of software releases ____ business days in advance, to include summary of feature changes and recommended training to ensure seamless transition for Client. Yes or No		



EXHIBIT B-SERVICE LEVEL AGREEMENT

11	Client intellectual property and data will be available for download and transfer at no additional cost, throughout duration of agreement. Respond with Yes or No		
12	Inoperable equipment will be replaced within three (3) working days of date incident initially reported. Vendor to provide one percent (1%) of total amount of cameras as on site working spare units. Respond with Yes or No.		

Table 1: Operating Support Model

Type	Definition
Cloud	A Cloud solution is a vendor's Software as a Service (SaaS) offering by which all infrastructure and software is hosted and sustained by the vendor at their designated data centers. In this offering the Client procures and/or subscribes to licenses, or a right to use, from the vendor's Cloud service.
On-Premise	An On-Premise solution encompasses the Client procuring hardware and software/license assets from Offeror, hosting such assets at Client data center(s), and Client partnering with offeror to providing operational support for hardware and software. Annual maintenance cost, which entitles Client to software releases and technical support, is associated with an On-Premise solution.
Hybrid	A Hybrid solution combines elements of both an On-Premise and a Cloud offering.