

Generic Request for Proposals (RFP)

A Guide for Purchasing Body Worn Cameras for State and Local Agencies

Introduction and Disclaimer

We have put together a guide to assist law enforcement agencies and their jurisdictions' contract offices in procuring body worn cameras, accessories, video storage solutions, and maintenance agreements.

The Generic Request for Proposals is a document that serves as a guide for agencies wishing to obtain body worn cameras via a competitive process and using a Request for Proposals (RFP) mechanism. It is not meant to supersede any Federal, State, or Local procurement requirements.

The Generic RFP may be used to assist you in putting together your own RFP. It serves as a model for things to include. It is based on a number of existing RFPs from different agencies and upon the needs of agencies that seek to purchase body worn cameras.

Disclaimer: We recognize that Federal, State and Local contracting rules may supersede the examples that we provide. This guide does not replace any State and Local requirements, nor does it replace any Federal guidelines or requirements. If Federal, State, and Local rules are more restrictive, then you must follow those rules. This is simply a guide that can be used if you so choose. You may and should alter the language to fit your needs.

There is no requirement or mandate to use this template as part of your grant with the Bureau of Justice Assistance.

Substance of the Generic RFP

The Generic RFP is divided into 10 sections, including appendices.

Section I is an invitation to apply. The user of this template may fill in the blanks for the city, police department, number of cameras sought, and number of years desired for the service agreement.

Section II is the goals and objectives of the cameras. In this section we suggest that the jurisdiction field-test cameras before completing the final purchase. The user of the

template may fill in the blanks for the number of months of the test as well as the name of the department and city.

Section III includes the general conditions of the agreement that results from the selection of the vendor. (Also, Appendix 2 includes more contractual language). The user may fill in the number of years of the contract and if applicable, the number of additional years that the contract might be extended. The name of the contact, dates, and email address may be included. A table of "Schedule of Events" may be filled in with dates for the anticipated activities regarding the RFP and selection process.

Section III also includes items on references, communication with staff, proprietary information and applicable law. These are additional options for the user of the template and depend, in part, on the rules and/or procedures that govern the jurisdiction.

Section IV speaks to the requirements of the proposal. The 'proposal format' includes a fill-in-the-blank about the number of pages of the proposal, the way in which the proposal may be submitted (bound with dividers), about the number of proposals submitted, the required signature, and how it may be sent to the jurisdiction. These are all additional options that are included for the user's discretion.

Section IV includes seven specific suggestions of the proposal. Notably, we have added a section on a 'financial statement' from the vendor and its subcontractor(s). This is to assess the financial stability of the contractor and its subcontractors, as it is important to know that the vendor's business is robust and will be able to fulfill the requirements of the contract. Lastly, the proposals may include a budget and budget narrative. A template of the budget is included in Appendix 4.

Sections V, VI, and VII refer to the evaluation, withdrawal, and rejection of the proposal.

Section VIII refers to the camera technology information and requirements. This section is very important as it requests specific information about the camera, battery, storage, software, warranty, and technical aspects of the camera. In addition, Appendix 1 provides a template for "camera selection and assessment" that may be filled out by the proposer.

Section IX describes the testing period of the selected camera, assuming that the user of this template follows this suggestion.

Section X is the Appendixes which includes the Body Worn Camera Selection and Assessment Tool and templates for suggested contract language, references, and the budget.

Within this generic RFP we have included four "NOTES" that refer the user to different documents. These all appear in Section VIII on Technology Information and Requirements.

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Section I. INVITATION

The City of _____ is soliciting proposals from qualified companies to provide the _____ Police Department with _____ (insert a number) officer worn body cameras. In addition, companies must provide a video storage solution, which partners with the provided body worn cameras, to store, manage, retrieve and share captured digital video. Qualified companies will also provide a Service Agreement which includes service on equipment, hardware and software for ___ years.

Potential Vendors must demonstrate experiences in designing and maintaining body worn camera and backend server solutions. The intent of this request for proposals is to acquire body worn video camera for public safety use that offers ease of use, functionality, recording and storage capabilities. Potential Vendors shall only submit one proposal per firm.

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

Based upon results of the review and evaluation, the City may decide to proceed with an offer to one or more companies to furnish and potentially deploy units on a permanent basis throughout the _____ Police Department.

Section II. GOALS AND OBJECTIVES

The intent of this request for proposals is to acquire body worn video camera for public safety use that offers ease of use, functionality, recording and storage capabilities. Potential Vendors will also be required to provide training on the use of body cameras and storage systems. All proposals submitted must address the key components discussed in the Technical Information and Requirements section.

The City will then select a limited Number of vendors to conduct a _____ month (or longer) on-street field test of body worn cameras and storage solution by the _____ Police Department. All vendors not selected for this test will be eliminated and therefore not be considered to supply body worn cameras and/or a video storage solution to the City of _____.

Section III. GENERAL CONDITIONS

TERMS

The agreement which results from this RFP will be a contract for a period of ____ years. This agreement may be extended, on the same terms and conditions for an additional ____ year terms, if the City exercises the option to do so.

DESIGNATED CONTACTS

Any explanation desired by a potential vendor regarding the meaning or interpretation of any RFP provision or questions must be submitted in writing via email to the procurement contact, _____ (name of contact), no later than ____ on _____, 2016. _____ (name of contact) is the only individual who may be contacted regarding the RFP and all inquiries should be sent to _____@_____.gov. Responses to the questions will be posted as an Addendum to the RFP by _____ (date) on the City's RFP website.

SCHEDULE OF EVENTS

ACTIVITY	DATE/TIME
1. Release Request for Proposal	
2. Deadline to submit written questions	
3. Response to written questions posted on website	
4. Deadline for submitting proposal	
5. Evaluation Committee Review	
6. Interviews for selected firms if necessary	
7. Final recommended selection	
8. Final approval by CITY	
9. Tentative contract award date	

REFERENCES

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

COMMUNICATION WITH STAFF

From the date the RFP is issued until a contract is executed, communication regarding this project between potential vendors and individuals employed by the City is

prohibited. Only written communication with the procurement contact, as listed on page one of this Request for Proposal, is permitted.

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

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

The following exceptions to these restrictions are permitted:

- Contacts made pursuant to any pre-existing contracts or obligations; and
- Presentations, key personnel interviews, clarification sessions or discussions to finalize a contract, as requested by the City.

PROPRIETARY INFORMATION

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

If the Potential Vendor wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within the state's Public Record statutes.

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

APPLICABLE LAW

The laws of the State of _____ shall govern, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located in the State of _____, regardless of the place of business, residence or incorporation of the Vendor.

Section IV. PROPOSAL SUBMISSION AND PROCESS

PROPOSAL FORMAT

The proposal submitted should not exceed ____ (number) of pages. Other attachments may be included with no guarantee of review.

[Suggested option: All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.]

The Potential Vendor shall submit one clearly labeled original and six copies of their proposal. The name of the Potential Vendor firm shall be indicated on the spine and/or cover of each binder.

Proposals shall be signed by an authorized representative of the offeror. All information requested must be submitted. Failure to submit all information requested may result in the City requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Elaborate brochures and excessive promotional materials are not required or desired

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the Potential Vendor and the RFP number and title. No responsibility will attach to the City or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified.

FAXED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

PROPOSAL REQUIREMENTS

The Potential Vendors shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified. To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and attachments and be arranged in consecutive order.

Executive Summary. This section shall serve to provide the City with the key elements and unique features of the proposal by briefly describing how the Potential Vendor is going to provide the best solution. The Executive Summary should include a schedule of major milestones to accomplish the implementation.

The Executive Summary should also include a list of high risk or problematic areas which were identified during the proposal process that are reasons for concern. Potential Vendor will not be evaluated on this paragraph and cannot lose evaluation points for listing areas of concern. These concerns will be addressed with the successful Vendor during negotiations.

Experience & References. Provide a list of at least three (3) references where you have provided similar goods and services to include name, address, contact name,

phone number, number of cameras in use, number of years each has been using your system, and corresponding interfacing systems that will be used by the Department.

Staff Qualifications and Availability. Provide information concerning the experience, background and resumes of those persons who would actually perform work on the project. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

Conceptual Treatment of Project and Work Plan. Describe in more detail the approach to the project. Include a preliminary project plan that includes Potential Vendor's concept of the project including the methodology to be used, proposed timeline, and the major deliverables to be produced. In addition, the Potential Vendor must provide and specify the roles and responsibilities for the City, Potential Vendor, and any companies providing the video storage solution. Include any assumptions and constraints.

Body Worn Camera Selection and Assessment Tool. All potential vendors must complete and submit this form for review by the Department.

License Agreement, Software Maintenance Agreement and Hosted Agreement must be provided for review and evaluation by the Department.

Financial Statement. The Potential Vendor must substantiate their financial stability along with the financial stability of any subcontractors. The most recent audited financial statements must be submitted with your bid. Provide a complete written description concerning your past, current, and future financial stability relative to your ability to meet the long-term requirements of this contract. The information should be supported with appropriate documentation, such as a current Dunn & Bradstreet report. The City will exclusively determine financial stability of respondents to this RFP process.

The Potential Vendor should provide, at a minimum, the following financial data:

- Most current audited financial statement including an Income Statement, Statement of Cash Flows and a Balance Sheet (publicly held firms should include quarterly reports since the last annual report)
- Financial information specific to the division within the organization responsible for research, development, marketing and support of the proposed Products and Services
- Bank references and name of auditing firm
- Identification of any and all parent or subsidiaries relationships.

BUDGET DETAIL WORKSHEET

A sample Budget Detail Worksheet is included in Appendix __. Vendors that submit their budget in a different format should include the budget categories listed in the sample budget worksheet.

BUDGET NARRATIVE

The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. Proposed budgets must be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). Vendors should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the vendor estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format.

The Budget Narrative must include the following:

- Unit price for wearable cameras
- Unit price for camera accessories (mounts, collars, etc.)
- Unit price for evidence transfer managers (docking stations)
- Annual price for hardware maintenance and support
- Annual price for software maintenance and support
- Price for hosting storage for immediate access
- Price for hosting archival storage
- Hourly rates for training services

Specifically, the initial order is estimated to be for ____ cameras, with potentially another ____ cameras in the initial contract year based on funding availability. The equipment pricing will be used for purchases of equipment throughout the term of the contract. All yearly maintenance and support fees shall be provided at a “fixed” per year price. Operation of all software and hardware products shall be warranted for a period of ____ (12, 24, or 36) months from the date of acceptance at no additional cost.

Section V. EVALUATION OF PROPOSAL

Proposals will be reviewed by an Evaluation Panel made up of representatives of the City. The Evaluation Panel will select a "short list" of qualified Service Providers who will be formally interviewed and may be requested to provide a formal demonstration to the City. The contract will be awarded to the Potential Vendor whose proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City's best interest. Evaluations will be based on the required criteria listed, and qualitative evaluation will also be based on:

- Ease of solution's use
- Ability to meet the requirements of the RFP Scope of Services
- Maintenance, training, and support offering
- Cost of Services
- Acceptance of City's RFP Terms and Conditions

Section VI. WITHDRAWAL OF PROPOSAL

Potential Vendors may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the City's Purchasing Analyst in writing or a proposal release form has been properly filled out and submitted to the Purchasing & Contracts reception desk. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The Potential Vendor's offer will expire after 90 calendar days. If a Potential Vendor intended for award withdraws their proposal, that Potential Vendor may be deemed non-responsible if responding to future solicitations.

Section VII. REJECTION OF PROPOSAL

The City reserves the right to reject any and all proposals received by reason of this request.

ADDENDUM TO THE RFP

If any addendum is issued for this RFP, it will be posted on the City's web site as an Addendum at _____ .gov. The City reserves the right to cancel or amend the RFP at any time.

Section VIII. TECHNOLOGY INFORMATION AND REQUIREMENTS

All potential vendors must provide detailed and specific information on the following characteristics and requirements of their body-worn camera systems.

[NOTE: For more information on body-worn camera implementation among law enforcement agencies, please refer to the Technology section of the Bureau of Justice Assistance's National Body-Worn Camera Toolkit found at <https://www.bja.gov/bwc/Topics-Technology.html>.]

CAMERA AND SOFTWARE CONSIDERATIONS

Camera Characteristics:

- Maximum total combined weight of device to be worn by officers, in ounces
- Minimum recording capability on a single battery charge, in hours

- Minimum storage capacity on the device, in hours
- Minimum sustained stand-by battery life without recharging, in hours
- Recording indicator visible to the operator
- Ability for the officer/operator to turn the recording indicator off and on
- Minimum field of vision, in degrees
- Low light functionality similar to the human eye
- Ability to disable night vision function,
- Ability to transfer camera between multiple locations on the body
- Maximum number of wire or cable connections for the worn device
- Auto-tagging function for date/time, including hours, minutes, and seconds
- Additional product literature

Display and Access:

- Ability to view the video in the field
- Presence of enhanced user authentication
- Existence of a log showing users that have viewed and copied the video
- Ability to set and control the length of video retention by the System Administrator
- Identified management of account administration
- Ability to support multiple concurrent user log-ins
- Existence of customized search criteria
- Built in audio and video redaction capability
- Customizable logs/reports

Technical Capabilities:

- Capability with existing Department software

[NOTE: For additional camera criterion, see ‘Body Worn Cameras for Criminal Justice: Market Research’, NIJ 2014. <https://www.justnet.org/pdf/Body-Worn-Camera-Market-Survey-508.pdf>]

System Warranty:

- Minimum warranty for all patches, hardware, and software with option to extend warranty
- Articulated Return Material Authorization process
- Maximum time allowed for replacement of inoperable equipment by the vendor

Qualifications and Experience:

- The Potential Vendor 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 Potential Vendor shall 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.
- The Potential Vendor shall 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.
- The Potential Vendor shall 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.
- If selected, Vendor, and any of their employees who work with the video system, must agree to submit and pass a criminal background check.

Storage

- Ability to export video in an industry standard file format
- Acknowledgment that all data is property of the city and must be made available at no additional cost
- Storage solution compliance 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. [NOTE: For additional information on CJIS standards, please see [https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center.](https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center)]
- Clear indication of storage costs, equipment replacement costs, and cloud transactions costs. Disclosure of all additional costs.
- Ability to export audit trail along with video, including redactions. Identified scope of audit trail.
- Identified data integrity.
- Capability to produce digitally authenticated duplicates.

Technical Component:

- Ability to index data, e.g. officer name, serial number, date/time of recording, report number, and type of crime.
- Ability to automatically integrate with CAD systems and list or identify supported CAD vendors.
- Identified 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.

- Identified areas of expertise and resources available both nationally and locally to provide the requested services.
- Described process for video uploading
- Supported integration system 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.
- Supported 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.

OWNERSHIP AND PUBLIC RECORDS

The City shall own all rights to the data and video that is stored at the Vendor's host site, (if applicable) with no transfer, conveyance, assignment, or sharing of data ownership to/with the hosting provider, the City must follow the State's Retention Records Schedule. It will be the responsibility of the City to notify the Vendor when the data can be deleted from the Vendor's host site.

SUGGESTED OPTIONAL LANGUAGE

The City is a public agency as defined by state law, and as such, it is subject to the State's Public Records Law. Under that law, all of the City's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person.

MAINTENANCE AND USER FEES

The City will not pay software maintenance or support fees until the functions and features are demonstrated as operational in production. The City shall be entitled to exercise its option to purchase Extended Maintenance for a given option period.

User account fees, if any, will include costs for all subscription licensed software provided by the Vendor, such as third-party modules, middleware, and integration. During implementation, testing, training, validation and integration, the Vendor will provide sufficient numbers of user access accounts to enable the team to achieve a successful "go-live" into production. User Account fees will be based on production system use. Training, Development and Test accounts will not be considered additional users for access purposes.

Section IX. EVALUATION OF SELECTED CAMERAS

Testing Period: The testing period will be performed, and during this time, the City will evaluate each camera to assess in a static and fluid environment based on the following:

- Ease of Camera Use
- Camera Functionality
- Camera Sturdiness
- Video Download Capability

- Ease of Storage System
- Data Distribution Capability
- Account Administration/Storage Rights

Vendors who pass the Technical Component evaluation criteria will be required to attend an assigned testing date and will provide training to police officers who will test that proposer's camera.

Each Potential Vendor will indicate any pre set-up requirements needed from City staff or equipment required for training. On the assigned training day, each proposer will provide three working test units and training at no cost to the City. All units undergoing testing will be returned to the proposer at the proposer's expense following the testing and grading of the units.

[NOTE: For more information on training policies, see 'Implementing a Body Worn Camera Program –Recommendations and Lessons Learned', COPS 2014. <https://www.bja.gov/bwc/pdfs/PERF-ImplementingBWCPProgram2014.pdf>]

Testing Data:

- Upon completion of the test period, all data collected during the testing phase will be submitted to the City in its entirety at no cost and submitted in a readily viewable format.
- Data must be indexed and searchable by date and time of recording.
- Data must be submitted to the Agency by _____.

Appendix 1: BWC Selection & Assessment Tool

SYSTEM QUESTIONS

If you would like multiple solutions considered, please submit one form for each proposed solution.

No.	Question	Vendor	Cost of Any Modification
General Requirements			
1.0 PHYSICAL ASPECTS			
1.1	What is the Model Number and Name of the Body Worn Camera (BWC) which you are proposing?		
1.2	Describe and Explain the BWC mounting options (e.g., Head, Chest, Glasses, Helmet, Various).		
1.3	Identify optional mounting locations and devices w/costs required to use the optional mounting location.		
1.4	What is the weight of the device?		
1.5	What are the dimensions of the device?		
1.6	How is the battery recharged?		
1.7	Is the device instant-on with battery replacement?		
1.8	Describe the field serviceability of the replaceable battery.		
1.9	How long does it take for the battery to recharge?		
1.10	Are there a battery charge indicator light? If so, please describe.		
1.11	Is there a back-up battery in the event that the primary battery fails? If so, please describe.		

1.12	Is there a visual indicator of active Recording? If so, please describe.		
1.13	Describe the in-field playback capabilities and the user interface (audio and visual).		
1.14	What is your certified International Protection Rating for Dust and Water protection?		
1.15	What is your certified drop test rating per Mil Standard 810?		
1.16	Describe any restrictions on downloading or uploading data outside of the formal		
1.17	Does the proposed device allow for expanded optional memory? If so, describe the process to upgrade the memory.		
2.0 EQUIPMENT PERFORMANCE			
Video Resolution and Frame Rate			
2.1	*Recording frame rate at 60 frames preferred second (fps) is required. Please describe any deviation from this.		
2.2	What is your maximum resolution for recording at 60 fps?		
2.3	Please define your maximum camera resolution.		
2.4	Does your video recording comply with H.264 video compression standards? If not, please describe the proposed equipment standard.		
Field of View			
2.5	Please list the field of view specification and describe how it balances depth versus breadth.		

2.6	Does the unit have the ability to capture still photo? If yes, at what Megapixel?		
2.7	Does the unit apply date and time stamp? Identify the format.		
2.8	Describe GPS marking capabilities and attributes.		
2.9	Operational time and Storage capacity of (12) hours continuous at highest video resolution and frame rate available per device is required. Describe any deviation from this. *please note resolution and frame rate in response		
2.10	What is the Lux rating (to what lux operational scale?)		
2.11	Please describe night mode; distance, clarity and field of view.		
2.12	Does the camera capture 30 Seconds pre-event record? what is included in pre-event capture.		
2.13	What capabilities exist to prevent deletion or modification of any captured video locally (on the device)?		
2.14	Is there functionality to allow for event marking at any time during recording? Please describe.		
3.0 APPLICATION PERFORMANCE			
3.1	Describe the functionality of the proposed application.		
3.2	How is the application deployed and supported? Is it an on premise or cloud application or a hybrid?		
3.3	How often is the application upgraded? Please describe the upgrade process.		
3.4	Describe how the video content is moved from the BWC to the application repository.		

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

3.15	Are there restrictions on the number of simultaneous uploads?		
3.16	Please describe any performance metrics		
3.17	What are the bandwidth requirements for one unit downloading the maximum video capacity?		
3.18	Describe any attributes of your system that allow for download management.		
3.19	Does your software allow video marking with searchable metadata?		
3.20	Please describe redaction capabilities within the software, if any.		
3.21	What capabilities exist to audit system access and modifications? Please describe the chain of custody abilities to determine who has accessed, viewed, edited or copied data.		
4.0 TRAINING AND IMPLEMENTATION			
4.1	Vendor must train all staff on-site. Staff consists of: Maximum of ___ Officers, ___ Command Staff, ___ Administrators. Please describe your approach to training.		
4.2	System must have system administrators trained by vendor on-site for how to do configurations, user permissions, etc. Please describe your approach to admin training.		
4.3	System must have Vendor provided training on Quality Control through audit trail. Please describe your approach.		
4.4	System Vendor must provide training on how the system produces customized, ad-hoc, aggregate reports.		
5.0 CONTRACT TERMS AND CONDITIONS			
5.1	Please provide a sample contract.		

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

Appendix 2: Suggested Contract Language

STANDARD CONDITIONS AND TERMS (Generic)

This document serves as a guide for agencies wishing to obtain body worn cameras via a competitive process and using a Request for Proposals (RFP) mechanism. It is not meant to supersede any Federal, State, or Local procurement requirements.

OBSERVANCE OF CITY RULES AND REGULATIONS

The Vendor agrees that at all times its employees will observe and comply with all regulations of the City facilities, including but not limited to parking and security regulations.

INDEPENDENT CONTRACTOR STATUS

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Vendor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of the Vendor or other persons engaged in the performance of any work or services required by the Vendor under this Contract shall be considered employees or subcontractors of the Vendor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under any state's Worker's Compensation Act, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Vendor.

SUBCONTRACTING

The Vendor shall provide written notice to the City and obtain the City's authorization to sub- contract any work or services to be provided to the City pursuant to this Contract.

ASSIGNMENT OR TRANSFER OF INTEREST

The Vendor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Vendor shall not subcontract any services under this Contract without prior written approval of the City

INSURANCE

Insurance secured by the Vendor shall be issued by insurance companies acceptable to the City and admitted in this state. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit, or decrease the liability of the Vendor. Any policy deductibles or retention shall be the responsibility of the Vendor. The Vendor shall control any special or unusual hazards and be responsible for any

damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Vendor 's interest or provide adequate coverage. Evidence of coverage is to be provided. A thirty (30) day written notice is required if the policy is canceled, not renewed, or materially changed. The Vendor shall require any of its subcontractors, if sub-contracting is authorized, to comply with these provisions, or the Vendor will assume full liability of the subcontractors.

The Vendor and its subcontractors shall secure and maintain the following insurance:

- adequate workers' compensation (statutory)
- commercial liability in an amount not less than \$_____ for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$_____ where more than one person is involved in any one accident
- property damage insurance in an amount not less than \$_____.

The City must be named as additional insured for the term of the agreement.

INDEMNIFICATION

The Vendor agrees to indemnify, defend, and hold harmless, the City and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by the Vendor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, except with respect to the indemnification obligations of the Vendor herein; this includes liability for claims for personal injury or damage to real or personal tangible property caused by the Vendor's negligence or tortuous conduct or that of its officers, employees, agents or subcontractors.

NON-DISCLOSURE

The Vendor and City acknowledge that they or its employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by, or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Vendor or the City unless required by law

OWNERSHIP OF MATERIALS

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Vendor.

INTELLECTUAL PROPERTY

Unless the Vendor is subject to one or more of the intellectual property provisions in the paragraphs below, the City own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any “Work” created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work produced by the Vendor under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Vendor may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Vendor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This contract does not affect the ownership of each party’s pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party’s pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

RETENTION OF RECORDS

The Vendor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

SEVERABILITY

If one or more provisions of the resultant Contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

CONTRACT AMENDMENTS

No modification or amendment to the Contract shall become valid unless in writing and signed by authorized representatives of both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the City for prior review and approval.

TERMINATION

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Vendor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay the Vendor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by the Vendor, the City shall pay the Vendor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Vendor under this Contract shall, at the option of the City, become the property of the City, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Vendor. The City may, in such event, withhold payments due to the Vendor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Vendor, from asserting any other right or remedy allowed by law, equity, or by statute. The Vendor has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Vendor.

Appendix 3. References

CONTRACTOR NAME: _____

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

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

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

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

Appendix 4. Budget Template

**Police Department Body Worn Camera Procurement
Budget Detail Worksheet**

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Hardware—Itemize each piece of hardware equipment necessary for body-worn camera program implementation and show basis for computation. Generally, include any materials that are expendable or consumed during the course of the project.

Hardware Items	Computation		Cost
	Quantity	Unit Price	
Wearable Cameras			\$0.00
Accessories (collar, epaulette, etc.)			\$0.00
Evidence Transfer Manager (docking station)			\$0.00
Hardware Maintenance & Support- Yr2 and Yr3			\$0.00
Hardware Maintenance & Support- Yr4 and Yr5			\$0.00
Subtotal Hardware			\$0.00

B. Software—Itemize each piece of software equipment necessary for body-worn camera program implementation and show basis for computation. Generally, include any materials that are expendable or consumed during the course of the project.

	TOTAL
Software Maintenance & Support- Yr2 and Yr3	\$0.00
Software Maintenance & Support- Yr4 and Yr5	\$0.00
Hosting Storage –immediate access	\$0.00
Hosting Storage –cold storage Tier 2 Archival storage	\$0.00
Subtotal Software	\$0.00
Total Hardware and Software	TOTAL \$0.00

C. Services— Please provide information on costs associated with the body-worn camera program implementation including (but not limited to): training activities, additional storage, etc Show basis for computation. Generally, include any additional services or fees that are incurred during the course of the project.

	Quantity	Unit Price	
Training Program			\$0.00
End Users – Train the Trainer			\$0.00
System Administrator			\$0.00
Fixed Labor Rates for additional training			\$0.00
Evidence Transfer via Wireless Solution			\$0.00
Additional Storage			\$0.00
Subtotal Services			\$0.00

Budget Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Hardware	\$0.00
B. Software	\$0.00
C. Services	\$0.00
TOTAL PROJECT COSTS	\$0.00