



LAS VEGAS METROPOLITAN POLICE DEPARTMENT

REQUEST FOR PROPOSAL

RFP NUMBER 603094-13 ARC FOR POLICE WEARABLE BODY CAMERAS, AND VIDEO CAPTURE AND STORAGE SYSTEM

A PRE-PROPOSAL CONFERENCE will be held at: 9:30 A.M. on September 30, 2013 at:

Las Vegas Metropolitan Police Department
400B S. Martin Luther King Blvd
4th Floor Conference Room
Las Vegas, NV 89106

RFP OPENING will be held at 2:00 P.M. on October 22, 2013

Questions regarding this solicitation should be directed to:

Regina Heilman-Ryan
Phone: (702)-828-5788
Email: purchasing@lvmpd.com



LAS VEGAS METROPOLITAN POLICE DEPARTMENT
PURCHASING UNIT
400B S. MARTIN LUTHER KING BLVD
4TH FLOOR
LAS VEGAS, NEVADA 89106-4372
PHONE: (702) 828-5788
FAX (702) 828-0146
<http://www.lvmpd.com/AboutLVMPD/Purchasing.aspx>

REQUEST FOR PROPOSAL

RFP NUMBER 603094-13 ARC FOR POLICE WEARABLE BODY CAMERAS, AND VIDEO CAPTURE AND STORAGE SYSTEM

The Las Vegas Metropolitan Police Dept (LVMPD) is soliciting proposals from fully qualified firms to provide the LVMPD with an Annual Requirements Contract (ARC) for a Wearable Video Camera (Taser Axon Flex On Body Camera or equal) and Video Capture and Storage Solution (evidence.com or equal) that shall be able to capture video from the Officer's perspective, and store video to a secured hosted website. Total solution will include training and maintenance support.

PRE-PROPOSAL CONFERENCE: Will be held on September 30, 2013 at 9:30 a.m. at the LVMPD Purchasing Unit, 400 S Martin Luther King Blvd, Bldg. B, 4th flr, Las Vegas NV 89106

RFP OPENING: October, 22, 2013 at 2:00 p.m. PST, at LVMPD Purchasing Unit, 400 S Martin Luther King Blvd, Bldg. B, 4th flr., Las Vegas NV 89106 **Proposals time-stamped at 2:01 p.m. or later, will be retained but not opened.**

Proposals should be delivered to: LVMPD, Attention: Purchasing and Contract Unit 4th flr, 400B S. Martin Luther King Blvd, Las Vegas NV 89106. Note: Overnight delivery must be sent guaranteed morning delivery.

RFP DOCUMENTS MAY BE OBTAINED through Demandstar by clicking on the RFP No. stated above on the LVMPD website. Documents may also be obtained at the LVMPD Purchasing Unit, at no charge.

INQUIRIES: Questions regarding this solicitation should be submitted in writing to **Regina Heilman-Ryan**, Purchasing Manager via FAX to (702) 828-0146, or email PURCHASING@lvmpd.com.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review-Journal
September 13, 2013

HELPFUL RFP INFORMATION



In order to facilitate a greater distribution of its Bid & RFP opportunities, LVMPD has joined Onvia/DemandStar, the leading government purchasing network and Twitter, the real time information network. Onvia/DemandStar maintains a database of member suppliers who are automatically notified of bid opportunities relevant to their business. Suppliers can view detailed bid information and order copies of bid documents online through Onvia/DemandStar. For more information on becoming an Onvia/DemandStar member, please visit the Bidder Registration Page, http://www.lvmpd.com/about/purchasing_registration.html. Twitter allows suppliers to learn about upcoming formal advertised Bids and Requests for Proposals, follow us at <http://twitter.com/LVMPDPURCHASING>.

PRE-PROPOSAL CONFERENCE ATTENDANCE

You have received this "Request for Proposal" (RFP) with the anticipation of doing business with the Las Vegas Metropolitan Police Department. Pre-Proposal conferences may be mandatory or optional depending on the scope of work. You must attend mandatory pre-proposal conferences. You are encouraged to attend the pre-proposal conference, if one is offered; the pre-proposal meeting provides the Proposers the opportunity to ask questions regarding the RFP document, the RFP requirements, and the RFP process. At the pre-proposal conference, the entire RFP document is available for review, and all questions from the attendees are addressed.



The date and time of the pre-proposal conference (if applicable) is provided for on the cover page of the RFP document. **SEE YOU THERE!**

DELIVERY INFORMATION

Cut along the dotted line of the label shown below and affix to your sealed Proposal envelope to identify it as a "Sealed RFP". Be sure to fill in the company name, and the RFP opening date.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT			
SEALED RFP • DO NOT OPEN			
RFP NO:	603094-13		
RFP TITLE:	ARC FOR POLICE WEARABLE BODY CAMERAS, AND VIDEO CAPTURE AND STORAGE SYSTEM		
DUE DATE:	TIME:	2:00 PM	
COMPANY:			
LVMPD CONTACT	Regina Heilman-Ryan		(702) 828-5788
PURCHASING & CONTRACTS UNIT • 400 S MARTIN LUTHER KING BLVD, BLDG B, 4TH FLR, LAS VEGAS NV 89106 • 702.828.5788			



DELIVERY ADDRESS:

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
 ATTN: PURCHASING & CONTRACTS UNIT
 400 S MARTIN LUTHER KING BLVD, BLDG. B, 4TH FLR,
 LAS VEGAS NV 89106

IMPORTANT:

Overnight delivery must be sent guaranteed morning delivery, before the RFP opening date. **Proposer must ensure that the sealed RFP label shown above is affixed to outside of the overnight mail envelope.**

OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for Las Vegas Metropolitan Police Department

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the Purchasing Analyst's name, address, phone number and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify LVMPD of any ambiguities, inconsistencies, or errors in the RFP. NOTE: Due to the complexity of this RFP, it is highly recommended that potential proposers attend the pre-proposal conference.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Analyst by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume that LVMPD or its evaluation committee members will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with LVMPD. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Check LVMPD's website for RFP addenda.** Before submitting your response, check the LVMPD's website at <http://www.lvmpd.com/aboutLVMPD/Purchasing.aspx> to see whether any addenda were issued for the RFP. You must acknowledge receipt of each addendum issued along with your RFP response.
8. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
9. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are retained but will not be opened or considered..

This checklist is provided for assistance only and should not be submitted with Offeror's Response.

ANTICIPATED SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	09/13/13
Deadline for Receipt of Written Questions	10/07/13
RFP Response Due Date.....	10/22/13
Selection of Finalists.....	11/01/13
Demonstrations/Oral Presentations & testing (if requested):.....	week of 11/06/13
Contract Negotiations:	week of 11/12/13
Award & Approval of the Final Contract:	12/16/13

GENERAL CONDITIONS

RFP NO. 603094-13

Wearable Video Camera and Video Capture and Storage Solution

1. TERMS

The term "OWNER," as used throughout this document will mean the Las Vegas Metropolitan Police Department (LVMPD). The term "FAC" as used throughout this document will mean the Fiscal Affairs Committee, which is the Governing Body for fiscal matters of the Las Vegas Metropolitan Police Department. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Las Vegas Metropolitan Police Department Chief Financial Officer or her/his designee responsible for Purchasing & Contracts. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT and SCOPE OF PROJECT

Annual Requirements Contract (ARC) for a Wearable Video Camera (Taser Axon Flex On Body Camera or equal) and Video Capture and Storage Solution (evidence.com or equal) that shall be able to capture video from the Officer's perspective, and store video to a secured hosted website. Total solution will include training and maintenance support.

The wearable video camera shall be utilized by the LVMPD throughout the City of Las Vegas and Clark County. Access to upload video to the storage solution shall occur at locations identified by the LVMPD in the above areas.

3. DESIGNATED CONTACTS

During the RFP process, questions should be directed to Regina Heilman-Ryan, Purchasing Manager, at (702) 828-5788 or direct (702) 828-3673.

4. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the FAC or between a PROPOSER and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for the selection of a proponent or award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

5. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING MANAGER OR HER DESIGNEE. The finalists may be requested to provide the OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. The OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal the OWNER deems best suited to fulfill the requirements of the RFP. The OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The fees submitted on the Pricing Sheet may be negotiated with the PROPOSER selected.

6. EVALUATION INFORMATION

Proposals should contain the following information:

A. **Executive Summary**

This section shall serve to provide the OWNER with the key elements and unique features of the proposal by briefly describing how the PROPOSER 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. PROPOSER 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 PROPOSER(S) during negotiations.

B. Experience & References

Provide a list of 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 LVMPD. All firms are encouraged to indicate their experience of performing related work within the state of Nevada.

C. Staff Qualifications and Availability

Provide information concerning the experience, background and resumes of those persons who would actually perform work on the project. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

PROPOSER(S) need not indicate the actual names of employees when submitting resumes subject to the requirements of the RFP. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names matching the resumes submitted to OWNER, upon verbal request, to be used in performing background verifications. The successful PROPOSER(S) shall not change proposed project personnel for which a resume is submitted without OWNER approval.

D. Conceptual Treatment of Project and Work Plan

Describe in more detail the approach to the project. Include a preliminary project plan that includes PROPOSER'S concept of the project including the methodology to be used, proposed timeline, and the major deliverables to be produced. Include any assumptions and constraints.

1. Provide a detailed description of products being offered and how the system will satisfy the needs of the LVMPD. Include such factors as:
 - a. Wearable cameras, describe functionality, ease of use and portability Camera should be mountable in several locations above the shoulders. This is essential. It can be mounted to a helmet, collar, epaulette, sunglasses and headband.
 - b. Video management system leverages Microsoft Active Directory (LDAP compliant) for managing system security access and authentication
 - c. Viewing device for officers while on the street – ability for officer to review/tagging via MDT in the field
 - d. Wearable storage device
 - e. Methodology and ease of uploading video, e.g. docking stations for downloading and recharging, wireless capability etc.
 - f. Describe ability to track and assign all devices within software
 - g. Describe Proposer's ability and policy on providing Litigation Testimony in court.
2. Describe Proposer's various hosted storage solution options. Include format used and pricing options for all storage solutions. Include such factors as:
 - a. Ability to export/download and move to other storage options.
 - b. Describe archival, hot and cold storage solutions, including a cloud based storage component for the storing of all of the Department's videos. Discuss different cost savings as defined by system storage days for the various storage solutions. Describe capability to respond to requests to pull video from 'cold storage', include time required to download video from storage.
 - c. What happens at end of contract – ability for transfer of stored information and definition of format to Owner or other vendor?
 - d. Describe long term storage capability.
3. The video solution must allow for tagging, viewing, encryption, audit trail retrieval for viewing, file sharing with expiration capabilities, auto purging/deletion, etc.

- a. Describe in detail how your solution meets or exceeds these requirements.
 - b. Include classification capability of system, does your system allow various levels of approval to mark a record for deletion, levels of approval etc. Include audit trail capabilities.
 - 4. Acceptance test plan.
 - 5. Description of training plan and schedule. Propose training rollout that will include the Owner's participation Include information on a 'Train the Trainer' program, if applicable. Show number of end users to be trained, including key positions.
 - 6. Plausible disaster recovery plan for the hosted system with best practices identified for disaster recovery of the system including all interfacing systems.
 - 7. Describe for review/evaluation support and assistance for all future upgrades
 - 8. Provide a timeline for implementation of all systems. Specify when all systems shall be in place. Proposed schedule (work plan) to include: tasks, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER'S review cycles
- E. Describe Hardware Maintenance & Support offered. Include length of time from the time the call is taken by the Successful Proposer to the time the Successful Proposer responds and resolves any issues. Describe various service level options, i.e. 24/7, 2 hour response etc. Include copy of SLA agreement and warranties.
- F. Provide License Agreement, Software Maintenance Agreement and Hosted Agreement for review and evaluation by the LVMPD.
- 1. Describe how software updates to existing devices occurs.
 - 2. Include maintenance schedule for System upgrades
 - 3. Will maintenance windows require system downtime?
 - 4. Describe current or future planned wireless capability for upgrades.
- G. Describe any other specialized service(s).State why the PROPOSER is best suited to perform the services for this project.

H. Functional Matrix (Attachment 2)

Fill out the Functional Matrix, by putting an X in the appropriate box for each functional requirement based on the list provided. Please add comments to explain your response in more detail. You may attach additional pages for comments referencing the item number for each Matrix.

I. Financial Statement

Provide a statement that reflects the PROPOSER'S financial ability to complete this project.

J. Compliance with the OWNER'S Standard Contract

Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract. PROPOSERS are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

K. Pricing Schedule (Attachment 1)

Initial order is estimated to be for 200 cameras, with potentially another 200 cameras in the initial contract year based on funding availability. The contract pricing will be used for purchases of equipment throughout the term of the contract. PROPOSER shall provide five (5) years of maintenance and support proposal as a separate line item. 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 months from the date of acceptance at no additional cost.*

All proposals shall have a grand total.

L. Insurance

The PROPOSER'S ability to provide the required certificates of insurance as indicated in the attached Standard Contract.

M. Business License

The PROPOSER'S ability to provide the required business license.

N. Disclosure of Ownership/Principals

The PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal.

O. Other

Other factors the PROPOSER determines appropriate which would indicate to the OWNER that the PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

7. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages. Other attachments may be included with no guarantee of review.

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 PROPOSER shall submit 1 clearly labeled original and 6 copies of their proposal. The name of the PROPOSER'S 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 Purchasing Division 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 PROPOSER and the RFP number and title. No responsibility will attach to the OWNER 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.

The following are detailed delivery/ mailing instructions for proposals:

Hand, U.S. Mail or Express Delivery
Las Vegas Metropolitan Police Department
Purchasing and Contracts Unit
400 S Martin Luther King Blvd, Bldg. B, 4th flr,
Las Vegas NV 89106

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

8. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the 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 PROPOSER'S offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

9. REJECTION OF PROPOSAL

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

10. PROPOSAL COSTS

There shall be no obligation for the OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

11. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

12. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSER(S) in written form from the Purchasing Analyst. OWNER is not bound by any specifications by OWNER's employees, unless such clarification or change is provided to PROPOSER(S) in written addendum form from the Purchasing Analyst. The Proposer is responsible for ascertaining and acknowledging the receipt of all Addenda issued.

13. PUBLIC RECORDS

The OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of the OWNER's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by the Owner may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by the OWNER, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the FAC for selection:

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the PROPOSER's legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the OWNER will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by the OWNER only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submit the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed PROPOSER's consent to the disclosure of the information by the OWNER, PROPOSER's waiver of claims for wrongful disclosure by OWNER, and PROPOSER's covenant not to sue OWNER for such a disclosure.

PROPOSER(S) also agrees to fully indemnify the OWNER if the OWNER is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

14. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

15. CONTRACT

A sample of the OWNER's Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

ATTACHMENT 1 - PRICING SCHEDULE

RFP 603094-13

ARC FOR POLICE WEARABLE BODY CAMERAS, AND VIDEO CAPTURE AND STORAGE SYSTEM

This Proposal is submitted in response to the Owner's RFP No. 603094-13 and is in accordance with all conditions and specifications in this document to provide a complete wearable video camera and a storage solution. "Complete Solution" means that the system shall be fully functional and ready for operational use, and meet the requirements of this RFP. The Proposer's omission of any software, hardware, training materials, or labor necessary to deliver a complete solution shall not relieve the Proposer from furnishing such software, hardware, training materials or labor under the price submitted.

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
HARDWARE:			
Wearable Cameras: Brand Name: _____ Model #: _	200 ea	\$ _____ /ea	\$ _____
Accessories: Please list suggested accessories. camera mount for above shoulder viewing (collar, epaulette)			
Item Description _____ Brand Name _____ Model #: _____	100 ea	\$ _____ /ea	\$ _____
Item Description _____ Brand Name _____ Model #: _____	100 ea	\$ _____ /ea	\$ _____
Evidence Transfer Manager (docking station)	50 ea	\$ _____ /ea	\$ _____
Hardware Maintenance & Support – Years 2 – 3 *1 st year to be included in initial price of equipment	2 yrs.	\$ _____ / yr.	\$
Hardware Maintenance & Support – Years 4 - 5	2 yrs.	\$ _____ / yr.	\$
SOFTWARE:			
Software Maintenance & Support –Years 2 – 3 *1 st year to be included in initial price of equipment	2 yrs.	\$ _____ / yr.	\$
Software Maintenance & Support Years 4 - 5	2 yrs.	\$ _____ / yr.	\$
Hosting Storage –immediate access	30 TB	\$ _____ /TB	\$
Hosting Storage –cold storage Tier 2 Archival storage	1 TB	\$ _____ /TB	\$
SERVICES:			
Training Program – Proposer to fill in number of number of staff that they propose to train to for the price listed.			
End Users – Train the Trainer			
System Administrator			
Fixed Labor Rates for additional training:		\$ / hour	
GRAND TOTAL			

ATTACHMENT 1 - PRICING SCHEDULE

RFP 603094-13
 ARC FOR POLICE WEARABLE BODY CAMERAS, AND VIDEO CAPTURE AND STORAGE SYSTEM

INFORMATIONAL ONLY			
Evidence Transfer via Wireless Solution	200 cameras	\$ _____	\$ _____
Additional Storage			

ATTACHMENT 1 - PRICING SCHEDULE

RFP 603094-13
ARC FOR POLICE WEARABLE BODY CAMERAS, AND VIDEO CAPTURE AND STORAGE SYSTEM

SIGNATURE PAGE

DATE: _____

PREPARED BY:

NAME OF PROPOSAL FIRM: _____
(Print)

PROPOSING FIRM'S ADDRESS: _____

PROPOSING FIRM'S TELEPHONE NUMBER: _____

PROPOSING FIRM'S FAX NUMBER: _____

NAME OF PERSON SUBMITTING THE PROPOSAL: _____
(Print)

(Signature)

PROPOSER IS RESPONSIBLE TO ASCERTAIN THE NUMBER OF ADDENDUMS ISSUED AND HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM(S):

NOTE: FAILURE IN ADDENDUM ACKNOWLEDGEMENTS MAY RESULT IN REJECTION OF PROPOSAL SUBMITTED.

ADDENDUM NO.	_____	DATED	_____
ADDENDUM NO.	_____	DATED	_____

ATTACHMENT 2 - FUNCTIONAL MATRIX TABLES

RFP NO. 603094-13

ARC FOR POLICE WEARABLE BODY CAMERAS, AND VIDEO CAPTURE AND STORAGE SYSTEM

A. FUNCTIONAL REQUIREMENTS

Put an X in the appropriate box for each functional requirement based on the list below:

1. Delivered Out of the Box
2. Requires Configuration
3. Requires Third Party Products
4. Requires Work Around
5. Requires Customization
6. Not Available

FUNCTION		1	2	3	4	5	6	COMMENTS
1	Camera Perspective <i>Officer Point of View (above shoulder)</i>							
2	Weather Resistance <i>IPX2- MIL- STD 810F Method 506.4 procedure 1 (rain/wind-blown rain)</i>							
3	Retina Low Light Capability <i>≤.1 lux</i>							
4	Configurable Video Settings <i>Selectable Bit rate (multiple settings to allow optimization of file size and upload speed)</i>							
5	Configurable Audio Disable <i>on/off</i>							
6	Video Frame rate <i>30FPS</i>							
7	Video Resolution <i>640 x 480 (min)</i>							
8	Video Storage & Management <i>secure cloud-based solution, prefer use of Evidence.com or direct equivalent</i>							
9	Field of view <i>75 degrees (min)</i>							
10	Record time <i>4 hours minimum</i>							

ATTACHMENT 2 - FUNCTIONAL MATRIX TABLES

RFP NO. 603094-13

ARC FOR POLICE WEARABLE BODY CAMERAS, AND VIDEO CAPTURE AND STORAGE SYSTEM

A. FUNCTIONAL REQUIREMENTS (cont.)

FUNCTION			1	2	3	4	5	6	COMMENTS
11	<i>Pre-event video buffer</i>	<i>Capable of previous 30 seconds from recording start (with no audio)</i>							
12	<i>Camera Storage Requirements</i>	<i>Secure and Non-removable</i>							
13	<i>Battery stand by time in buffering</i>	<i>Fully charged battery = 12+ hours</i>							
14	<i>Recharge time</i>	<i>Fully depleted battery = 6+ hours</i>							
15	<i>Power activation</i>	<i>Slide switch</i>							
16	<i>Record activation</i>	<i>Push button – separate sequence for turn-on and turn-off (with audio confirmation tones)</i>							
17	<i>Volume Control</i>	<i>multi-step momentary press</i>							
18	<i>In-field Video review and tagging capable via MDT</i>	<i>In-Field application to run on Microsoft Windows 7 (MDT)</i>							
19	<i>GPS coordinates</i>	<i>Not required, but preferred future consideration</i>							
20	<i>Operating temperature</i>	<i>-4 to +122 degrees F (-20 to +50 degrees C)</i>							
21	<i>Drop resistance</i>	<i>6 feet</i>							
22	<i>Humidity</i>	<i>80% non condensing</i>							
23	<i>Manufacturer's Warranty (Camera/Battery)</i>	<i>minimum 1 year on camera/3 day replacement</i>							
24	<i>Camera charging and video offload system</i>	<i>Automated video offload through docking/charging station only (requiring no personnel or PC cable interface)</i>							

ATTACHMENT 2 - FUNCTIONAL MATRIX TABLES

RFP NO. 603094-13

ARC FOR POLICE WEARABLE BODY CAMERAS, AND VIDEO CAPTURE AND STORAGE SYSTEM

A. FUNCTIONAL REQUIREMENTS (cont.)

	FUNCTION		1	2	3	4	5	6	COMMENTS
25	Video export format (outside source mgt. system)	Video export format will be MPEG 4 compatible, not requiring proprietary viewer. Requires security-controlled export capability.							
26	Software management solution	Access control (MS AD and LDAP compliant), retention management (including auto purge), secure transport, audit trail, fully supported on Microsoft Windows-based system							
27	Support	Technical support contract availability with call center and on-site support capabilities							

B. FUNCTIONAL REQUIREMENTS FOR OFF-SITE/HOSTED STORAGE SOLUTION:

Put an X in the appropriate box for each functional requirement based on the list below:

1. Delivered Out of the Box
2. Requires Configuration
3. Requires Third Party Products
4. Requires Work Around
5. Requires Customization
6. Not Available

	FUNCTION	1	2	3	4	5	6	COMMENTS
1	Web Based - Hosted digital evidence management, storage, and retrieval system							
2	Roles and Permissions: Configurable by agency administration							
3	Encryption: in transit using SSL 1024 bit key or better and at rest using AES 256 or better							
4	Case Management Tools: Standard Share Cases: users may share cases with other members of the agency if desired							
5	Search Functionality: By name, date, event or device							

ATTACHMENT 2 - FUNCTIONAL MATRIX TABLES

RFP NO. 603094-13

ARC FOR POLICE WEARABLE BODY CAMERAS, AND VIDEO CAPTURE AND STORAGE SYSTEM

B. FUNCTIONAL REQUIREMENTS FOR OFF-SITE/HOSTED STORAGE SOLUTION:(cont.)

FUNCTION		1	2	3	4	5	6	COMMENTS
6	Chain of Custody: An audit trail is generated for every video.							
7	Reassign Evidence: Administrator may reassign evidence to a different user							
8	Download Cases: Standard function given that the user has permission							
9	Evidence Deletion: Shall have administration rights; automatic seven (7) day "grace period"							
10	Ability to Create Video Clips from larger video. Dependent on security role.							
11	Officer to Add Notes: Standard function given that the user has permission							
12	Media Support: MP4,							
13	Software shall have ability to set different record retention rules per LVMPD defined policies.							
14	Messaging: Able to send email messages from hosted web based product to end users.							
15	User Activity Tracking: Administrators have the ability to track user activity							
16	Track and assign all devices within software							
17	Provide Litigation Testimony in court if needed.							
18	Rights to Evidence and Viewable: Sole agency access securely stores all video and recordings at a server farm only LVMPD authorized users or others users as approved by the LVMPD administrators have access							
19	Controls ability to grant or restrict viewing & downloading of all video evidence							

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**ARC FOR POLICE WEARABLE BODY CAMERAS,
AND VIDEO CAPTURE AND STORAGE SYSTEM**

603094-13

NAME OF FIRM
DESIGNATED CONTACT, NAME AND PROJECT (Please type or print)
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(AREA CODE) AND TELEPHONE NUMBER
(AREA CODE) AND FAX NUMBER
E-MAIL ADDRESS

CONTRACT FOR //TITLE//

This Contract is made and entered into this ____ day of _____, 2013_, by and between LAS VEGAS METROPOLITAN POLICE DEPARTMENT (hereinafter referred to as OWNER), and //LEGAL NAME// (hereinafter referred to as //TYPE//), for //SERVICE// SERVICES FOR //PROJECT// (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, the //TYPE// has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$ _____, including all travel, lodging, meals and miscellaneous expenses.

WHEREAS, the //TYPE// has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, OWNER and //TYPE// agree as follows:

SECTION I: RESPONSIBILITY OF //TYPE//

- A. It is understood that in the performance of the services herein provided for, //TYPE// shall be, and is, an independent contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, //TYPE// has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by //TYPE// in the performance of the services hereunder. //TYPE// shall be solely responsible for, and shall indemnify, defend and hold OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. In accordance with the Immigration Reform and Control Act of 1986, the //TYPE// agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. //TYPE// acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. //TYPE// recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the OWNER may declare the //TYPE// in breach of the Contract, terminate the Contract, and designate the //TYPE// as non-responsible.
- D. //TYPE// acknowledges that //TYPE// and any subcontractors, agents or employees employed by //TYPE// shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of //TYPE// or any of its officers, employees or other agents.
- E. The //TYPE// shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the //TYPE//, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, //TYPE// shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the //TYPE// to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. //TYPE// will not produce a work product which violates or infringes on any copyright or patent rights. The //TYPE// shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by //TYPE// shall not in any way relieve the //TYPE// of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of //TYPE//s services herein

shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and //TYPE// shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by //TYPE//'s performance or failures to perform under this Contract.

- G. //TYPE// shall appoint a Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by //TYPE//'s associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of //TYPE// be unable to complete his or her responsibility for any reason, the //TYPE// will replace him or her with a qualified person. If //TYPE// fails to make a required replacement within 30 days, OWNER may terminate this Contract for default.
- H. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by //TYPE// for OWNER relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by //TYPE// to parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever comes first. Vendor must provide format of video/audio supplied at termination of contract as required by LVMPD, we request this format to be mp4 currently. Metadata to include notes and tagging information must also be included in a format readable and digestible by the department at time of contract termination. //TYPE// shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The //TYPE// agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- J. The //TYPE// will follow OWNER's standard procedures as followed by OWNER's staff in regard to programming changes; testing; change control; and other similar activities.
- K. //TYPE// has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the OWNER.
- L. The //TYPE// agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Fiscal Affairs Committee.
- M. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION II: RESPONSIBILITY OF OWNER

- A. The OWNER agrees that its officers and employees will cooperate with //TYPE// in the performance of services under this Contract and will be available for consultation with //TYPE// at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by //TYPE// under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative, //COORD//, //CODEPT//, telephone number (702) //COPH// or their designee. OWNER's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform //TYPE// by written notice before the effective date of each such delegation.
- C. The review comments of OWNER's representative may be reported in writing as needed to //TYPE//. It is understood that OWNER's representatives' review comments do not relieve //TYPE// from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

SECTION III: SCOPE OF WORK

Services to be performed by the //TYPE// for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. The OWNER may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the //TYPE//s cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT be made and this Contract shall be modified in writing accordingly. Any claim of the //TYPE// for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the //TYPE// of notification of change unless the OWNER grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by the //TYPE// shall be furnished without the written authorization of the OWNER.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

- A. OWNER agrees to pay //TYPE// for the performance of services described in the Scope of Work (**Exhibit A**) based upon the pricing specified in this contract. Estimated expenditures for the first year are \$_____. The OWNER's obligation to pay //TYPE// cannot exceed this amount.
- B. The //TYPE// will be entitled to payments in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).
- C. All payments shall be due within 30 calendar days after receipt of the invoice.
- D. OWNER shall subtract from any payment made to //TYPE// all damages, costs and expenses caused by //TYPE//s negligence, resulting from or arising out of errors or omissions in //TYPE//s work products, which have not been previously paid to //TYPE//.
- E. Invoices shall be submitted to _____.
- F. Owner's Fiscal Limitations
1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit the OWNER's financial responsibility as indicated in Sections 2 and 3 below.
 2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which the FAC fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
 3. OWNER's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER's purchase order(s) to the //TYPE//.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the //TYPE//, without prior written approval of OWNER.
- B. Approval by OWNER of //TYPE//s request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve //TYPE// of responsibility for the professional and technical accuracy and adequacy of the work. //TYPE// shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by //TYPE//s subcontractor or its sub-subcontractors.
- C. The compensation due under Section V shall not be affected by OWNER's approval of //TYPE//s request to subcontract.

SECTION VII: MISCELLANEOUS PROVISIONS

- A. Time Schedule
1. // Time is of the essence of this contract.

2. //TYPE// shall complete the implementation and provide the services in accordance with the milestones contained in **Exhibit XX** of this Contract.
3. If the //TYPE//s performance of services is delayed or if the //TYPE//s sequence of tasks is changed, //TYPE// shall notify the OWNER's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to the OWNER's written approval.

B. Suspension

OWNER may suspend performance by //TYPE// under this Contract for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to //TYPE// at least 10 working days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay //TYPE// its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. //TYPE// shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from OWNER to resume performance.

C. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than 10 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part by the OWNER for its convenience; but only after the //TYPE// is given:
 - a. not less than 10 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the OWNER prior to termination.
3. If termination for default is effected by the OWNER, the OWNER will pay //TYPE// that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the //TYPE// at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the //TYPE//s default.
4. If termination is for the OWNER's convenience, the OWNER shall pay the //TYPE// that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
5. Upon receipt or delivery by //TYPE// of a termination notice, the //TYPE// shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER's representative, copies of all deliverables as provided in Section 1 paragraph I.
6. Upon termination, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the //TYPE// shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the //TYPE// assigned to the performance of this Contract.
7. If after termination for failure of the //TYPE// to fulfill contractual obligations it is determined that the //TYPE// has not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER.
8. The rights and remedies of the OWNER and the //TYPE// provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
9. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future,

which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of //TYPE//s principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within //TYPE//s control.

D. Covenant Against Contingent Fees

The //TYPE// warrants that no person or selling agency 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 permanent employees. For breach or violation of this warranty, the OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

E. Gratuities

1. The OWNER may, by written notice to the //TYPE//, terminate this Contract if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the //TYPE// or any agent or representative of the //TYPE// to any officer or employee of the OWNER with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, the OWNER shall be entitled:
 - a. to pursue the same remedies against the //TYPE// as it could pursue in the event of a breach of this Contract by the //TYPE//; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than 3 nor more than 10 times the costs incurred by the //TYPE// in providing any such gratuities to any such officer or employee.
3. The rights and remedies of the OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Insurance

The //TYPE// shall obtain and maintain the insurance coverages required in **Exhibit C** incorporated herein by this reference. The //TYPE// shall comply with the terms and conditions set forth in **Exhibit C** and shall include the cost of the insurance coverages in their prices.

G. Indemnity

The //TYPE// does hereby agree to defend, indemnify, and hold harmless the OWNER and the employees, officers and agents of the OWNER from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the //TYPE// or the employees or agents of the //TYPE// in the performance of this Contract.

H. PATENT INDEMNITY

Successful Bidder hereby indemnifies and shall defend and hold harmless Owner, its officers, employees, agents and, if applicable, its managers, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its manager, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by Successful Bidder, or out of the processes or actions employed by, or on behalf of Successful Bidder in connection with the performance of the contract. Successful Bidder shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its manager; provided that Owner shall have

notified Successful Bidder upon becoming aware of such claims or actions, and provided further that Successful Bidder's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its manager.

Successful Bidder shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract

I. Subcontractor Information

The //TYPE// shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (**Exhibit B**). The information provided in **Exhibit B** by the //TYPE// is for the OWNER's information only.

J. Audits

The performance of this contract by the //TYPE// is subject to review by the Owner to insure contract compliance. The //TYPE// agrees to provide the Owner any and all information requested that relates to the performance of this contract. All requests for information will be in writing to the //TYPE//. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

J. Covenant

The //TYPE// covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. //TYPE// further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

K. Assignment

Any attempt by //TYPE// to assign or otherwise transfer any interest in this Contract without the prior written consent of the OWNER shall be void.

L. Governing Law

Nevada law shall govern the interpretation of this Contract.

M. Term of Contract

OWNER agrees to retain //TYPE// for the period from _____ through _____, with the option to renew for _____-year periods, subject to the provisions of Sections V and VII herein. During this period, //TYPE// agrees to provide services as required by OWNER within the scope of this Contract.

N. Confidential Treatment of Information

//TYPE// shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

O. ADA Requirements

All work performed or services rendered by //TYPE// shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

P. Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO OWNER: Las Vegas Metropolitan Police Department
400B S Martin Luther King Blvd,
Las Vegas NV 89106

Copy to:
Las Vegas Metropolitan Police Department
Purchasing & Contracts Unit
400B S Martin Luther King Blvd., 4th flr
Las Vegas NV 89106

TO //TYPE//:

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

OWNER:

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

By: _____
DOUG GILLESPIE
Sheriff

//TYPE//:

//LEGAL NAME//

By: _____
//NAME//
//Title

APPROVED AS TO FORM:

STEVEN B. WOLFSON
DISTRICT ATTORNEY

By: _____
ELIZABETH VIBERT
DEPUTY DISTRICT ATTORNEY

EXHIBIT B - SUBCONTRACTOR INFORMATION

DEFINITIONS

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

EXHIBIT C -INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE RFP DOCUMENT, PROPOSERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO RFP SUBMITTAL

FORMAT / TIME

The successful Proposer shall provide Owner with Certificates of Insurance, per the sample format (page 2-3), for coverages as listed below, and endorsements affecting coverage required by this RFP within **10 calendar days** after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of the contract and any renewal periods.

BEST KEY RATING

The Owner requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

OWNER COVERAGE

The Owner, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The successful Proposer's insurance shall be primary as respects the Owner, its officers and employees.

ENDORSEMENT / CANCELLATION

The successful Proposer's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically the successful Proposer's contractual obligation of additional insured to Owner. All policies must note that the Owner will be given 30 calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

DEDUCTIBLES

All deductibles and self insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**.

AGGREGATE LIMITS

If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.

COMMERCIAL GENERAL LIABILITY

The successful Proposer shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

AUTOMOBILE LIABILITY

The successful Proposer shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by successful Proposer and **any auto** used for the performance of services under this contract.

PROFESSIONAL LIABILITY

The successful Proposer shall maintain limits of no less than **\$1,000,000 aggregate**. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this contract. Any retroactive date must coincide with or predate the beginning of this contract and may not be advanced without the consent of the Owner.

WORKERS' COMPENSATION

The successful Proposer shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Proposer who is a Sole Proprietor shall be required to submit an affidavit indicating that the Proposer has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

FAILURE TO MAINTAIN COVERAGE

If the successful Proposer fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the successful Proposer to stop the work, declare the successful Proposer in breach, suspend or terminate the contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the successful Proposer or deduct the amount paid from any sums due the successful Proposer under this contract.

ADDITIONAL INSURANCE

The successful Proposer is encouraged to purchase any such additional insurance as it deems necessary.

DAMAGES

The successful Proposer is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the successful Proposer, their subcontractors or anyone employed, directed or supervised by successful Proposer.

COST

The successful Proposer shall pay all associated costs for the specified insurance. The cost shall be included in the RFP price(s).

INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Las Vegas Metropolitan Police Department, Purchasing & Contracts, Attention: Insurance Coordinator. See the "Submission of RFPs" clause in the General Provisions for the appropriate mailing address.

INSURANCE FORM INSTRUCTIONS

The following information must be filled in by the successful Proposers' Insurance Company representative:

- A. Insurance Broker's name, complete address, contact name, phone and fax numbers.
- B. Successful Proposer's name, complete address, phone and fax numbers.
- C. Insurance Company's Best Key Rating
- D. Commercial General Liability (Per Occurrence)
 - i. Policy Number
 - ii. Policy Effective Date
 - iii. Policy Expiration Date
 - iv. General Aggregate (\$2,000,000)
 - v. Products - Completed Operations Aggregate (\$2,000,000)
 - vi. Personal & Advertising Injury (\$1,000,000)
 - vii. Each Occurrence (\$1,000,000)
 - viii. Fire Damage (\$50,000)
 - ix. Medical Expenses (\$5,000)
- E. Automobile Liability (Any Auto)
 - i. Policy Number
 - ii. Policy Effective Date
 - iii. Policy Expiration Date
 - iv. Combined Single Limit (\$1,000,000)
- F. Worker's Compensation
- G. Description
RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
- H. Certificate Holder
Las Vegas Metropolitan Police Department c/o Purchasing & Contracts S Martin Luther King Blvd, Bldg B, 4th flr, Las Vegas NV 89106 The Certificate Holder is named as an additional insured.
- I. Nevada Resident Agent Signature

CERTIFICATE OF INSURANCE

ISSUED DAY (MM/DD/YY)

PRODUCER 1. INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED 2. SUCCESSFUL PROPOSER'S NAME, ADDRESS, PHONE & FAX NUMBERS	COMPANIES AFFORDING COVERAGE	3. BEST'S RATING
	COMPANY A LETTER	COMPANY'S
	COMPANY B LETTER	BEST KEY
	COMPANY C LETTER	RATING
	COMPANY D LETTER	
COMPANY E LETTER		

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE	\$(D) 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$(E) 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY	\$(F) 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$(G) 1,000,000
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire)	\$(H) 50,000
	<input type="checkbox"/> INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person)	\$(I) 5,000
	5.	AUTOMOBILE LIABILITY	(J)	(K)	(L)	COMBINED SINGLE LIMIT
<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE	\$
<input type="checkbox"/> HIRED AUTOS						
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASEPOLICY LIMIT	\$
					DISEASEEACH EMPLOYEE	\$
7.	OTHER				AGGREGATE	\$

7. DESCRIPTION OF RFP: RFP NO.	
8. CERTIFICATE HOLDER LVMPD C/O PURCHASING & CONTRACTS 400 S Martin Luther King Blvd 4 th floor LAS VEGAS, NV 89106 The Certificate Holder is named as an additional insured.	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
	9. NEVADA RESIDENT AGENT (NRS 680A.300)

EXHIBIT D - DISCLOSURE OF OWNERSHIP/PRINCIPALS

INSTRUCTIONS

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Fiscal Affairs Committee ("FAC") in determining whether members of the FAC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the Las Vegas Metropolitan Police Department (LVMPD). Failure to submit the requested information may result in a refusal by the FAC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Type of Business – Indicate if the entity is an Individual, Partnership, Limited Liability Corporation, Corporation, Trust, Non-profit, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Large Business Enterprise (LBE) or Nevada Business Enterprise (NBE).

Minority Owned Business Enterprise (MBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

Women Owned Business Enterprise (WBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

Physically-Challenged Business Enterprise (PBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

Small Business Enterprise (SBE): An independent and continuing Nevada business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

Veteran Owned Enterprise (VET): A Nevada business at least 51% owned/controlled by a veteran

Disabled Veteran Owned Enterprise (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/ Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

List of Owners – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation, list all Corporate Officers and members of the Board of Directors only.

For All Contracts –

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a LVMPD full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a LVMPD full-time employee(s), or appointed/elected official(s) (reference form on Page 3 for definition). If **YES**, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a LVMPD employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a LVMPD employee, public officer or official, this section must be completed in its entirety. Include the name of business owner/principal, name of LVMPD employee(s), public officer or official, relationship to LVMPD employee(s), public officer or official, and the LVMPD Bureau where the LVMPD employee, public officer or official, is employed.

DISCLOSURE OF OWNERSHIP / PRINCIPALS

TYPE OF BUSINESS						
<input type="checkbox"/> SOLE PROPRIETORSHIP	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> LIMITED LIABILITY CORPORATION	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> NON-PROFIT ORGANIZATION	<input type="checkbox"/> TRUST	<input type="checkbox"/> OTHER
BUSINESS DESIGNATION GROUP (FOR INFORMATIONAL PURPOSES ONLY)						
<input type="checkbox"/> MBE MINORITY BUSINESS ENTERPRISE	<input type="checkbox"/> WBE WOMEN-OWNED BUSINESS ENTERPRISE	<input type="checkbox"/> SBE SMALL BUSINESS ENTERPRISE	<input type="checkbox"/> DVET DISABLED VETERAN OWNED ENTERPRISE	<input type="checkbox"/> PBE PHYSICALLY CHALLENGED BUSINESS ENTERPRISE		
CORPORATE/BUSINESS NAME:						
(INCLUDE d.b.a., IF APPLICABLE)						
BUSINESS ADDRESS:						
BUSINESS TELEPHONE:						
BUSINESS FAX:		EMAIL: _____				
LOCAL BUSINESS ADDRESS						
LOCAL BUSINESS TELEPHONE:						
LOCAL BUSINESS FAX:		EMAIL: _____				

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

"Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

FULL NAME	TITLE	% OWNED (NOT REQUIRED FOR PUBLICLY TRADED CORPORATIONS)

1. Are any individual members, partners, owners or principals, involved in the business entity a Las Vegas Metropolitan Police Depart full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that LVMPD employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a LVMPD full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please disclose on the attached Disclosure of Relationship form. . If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the FAC will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

SIGNATURE

TITLE

PRINT NAME

DATE

