



Fort Mitchell Police Department

Colonel Andrew J. Schierberg, Chief of Police

City of Fort Mitchell
2355 Dixie Highway
Fort Mitchell, KY 41017

SUBMISSION INFORMATION

BID/PROPOSAL POLICE CAMERA SYSTEM

BID OPENING DATE: November 18, 2016

TIME: 2:30 P.M. Local Time

LOCATION City Clerk's Office 2355 Dixie Hwy

Submit 1 original and 3 copy(s) of the information sheet and bid/proposal form.

BUYER Linda Bartels
DATE OF RFB/RFP October 28, 2016

REQUEST FOR BID/PROPOSAL INFORMATION

Date: _____ **Telephone:** _____

Company Name: _____ **Fax:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Person: _____ **Title:** _____

Cell Phone: _____ **E-mail:** _____

Authorized Signature: _____

The signee hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items listed, subject to all instructions, conditions, specifications and attachments hereto. The bidder/offeror affirms to the City of Fort Mitchell the ability to meet all requirements and further affirms that the work will be done in compliance with all Federal, State and Local codes, ordinances, and regulations.

FORT MITCHELL POLICE DEPARTMENT
REQUEST FOR BIDS/PROPOSALS: TERMS AND CONDITIONS

1. **AUTHORITY** This Request for Bids/Proposals is issued pursuant to applicable provisions of the City of Fort Mitchell Purchasing Ordinance.
2. **BID/PROPOSAL OPENING** Sealed bids/proposals will be received at the City of Fort Mitchell Clerk's Office until the date and time specified, at which time they shall be opened in public. Late bids/proposals shall be rejected and returned unopened to the sender. City of Fort Mitchell does not prescribe the method by which bids/proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids/proposals. **Facsimile bids/proposals will not be accepted.**
3. **BID/PROPOSAL PREPARATION** Bids/Proposals must be submitted on the bid/proposal form when provided and all information and certifications called for must be furnished. Bids/Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids/proposals. Bids/Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeouts and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in blue ink by a person or persons legally authorized to bind the bidder/offeree to a contract. Name of person signing should be typed or printed below the signature.
4. **BID/PROPOSAL ENVELOPES** Envelopes containing bids/proposals must be sealed and addressed to the City of Fort Mitchell Clerk's Office. The title of the bid/proposal as specified in the RFB/RFP document must be shown on the outside of the envelope.
5. **ERRORS IN BIDS/PROPOSALS** Bidders/Offerors are cautioned to verify their bids/proposals before submission. Negligence on the part of the bidder/offeree in preparing the bid/proposal confers no right for withdrawal or modification of the bid/proposal after it has been opened. In case of error in the extension of prices in the bid/proposal, the unit prices will govern. All price extensions are to be checked by the buyer to insure the total bid/proposal is accurate.
6. **RESERVED RIGHTS** City of Fort Mitchell reserves the right at any time and for any reason to cancel this Request for Bids/Proposals, accept or reject any or all bids/proposals or any portion thereof, or to accept an alternate bid/proposal. City of Fort Mitchell reserves the right to waive any immaterial defect in any bid. City of Fort Mitchell may seek clarification from any bidder/offeree at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS** City of Fort Mitchell will not be liable for any costs incurred by bidders/offerees in replying to this Request for Bids/Proposals.
8. **AWARD** It is the intent of City of Fort Mitchell to award a contract to the lowest responsible bidder/offeree meeting specifications. City of Fort Mitchell reserves the right to determine the lowest responsible bid/offer on the basis of an individual item, groups of items, or in any way determined to be in the best interests of City of Fort Mitchell. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid/proposal specifications; (b) price; (c) qualifications of the bidder/offeree, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value. Bids/proposals accepted by the Fort Mitchell Police Department will be available to all local municipalities in Boone, Campbell and Kenton Counties.
9. **PRICING** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or

service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

10. **DISCOUNTS** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **OCCUPATIONAL LICENSES** All Bidders/Offerors must have or obtain a City of Fort Mitchell Occupational License prior to performing any work in City of Fort Mitchell. Bidders/Offerors must be in full compliance with all City of Fort Mitchell Occupational License Ordinances prior to awarding of a contract. City of Fort Mitchell shall have the right to reject any bids/offers from Bidders/Offerors that are not in compliance with City of Fort Mitchell and Cities' Occupational License Ordinances.
12. **TAXES** City of Fort Mitchell is not subject to Federal Excise tax. Per Kentucky Administrative Regulation 103 KAR 30:225E, City of Fort Mitchell is exempt from state and local taxes.
13. **SPECIFICATIONS** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids/Proposals on equivalent items will be considered, provided the bidder/offeror clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder/offeror specified otherwise, it is understood the bidder/offeror is offering a referenced brand item as specified or is bidding/offering as specified when no referenced, and does not propose to furnish an "equal." City of Fort Mitchell reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.
14. **SAMPLES** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the vendor's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder/offeror's name, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS** Bidder/Offerors shall promptly notify City of Fort Mitchell of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder/offeror shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES** State or list by reference on the reverse side of the Bid/Proposal form herein any variations to specifications, terms and/or conditions.
17. **INDEMNIFICATION** The Seller shall indemnify and hold harmless City of Fort Mitchell, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against City of Fort Mitchell as a consequence of granting the Contract.
18. **DEFAULT** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, City of Fort Mitchell reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. City of Fort Mitchell shall be entitled to recover its attorney's fees and expenses in any successful action by City of Fort Mitchell to enforce this contract.
19. **BID BOND** A Bid Bond amounting to five (5%) percent of the proposed bid/proposal price must be provided with the response. The Bid Bond may be in the form of a surety bond, cashier

check or other form of surety satisfactory to the county attorney. If the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay the Fiscal Court a specific amount because of default on part of the bidder.

20. **PERFORMANCE BOND** A Performance Surety Bond amounting to one hundred (100%) percent of the Contract price must be provided prior to execution of the contract assuring City of Fort Mitchell that the project will be pursued with due diligence and completed according to the plans and specifications. This requirement may also be met by a letter of credit.
21. **INSPECTION** Materials or equipment purchased are subject to inspection and approval at City of Fort Mitchell's destination. City of Fort Mitchell reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the seller promptly after rejection.
22. **WARRANTY** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. City of Fort Mitchell may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.
23. **REGULATORY COMPLIANCE** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" on all chemicals.
24. **EQUAL EMPLOYMENT OPPORTUNITY** Contractor shall comply with the Kentucky Human Rights Act, HRA 344.150 – 344.270 as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity EEO 45.550 – 45.640 which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Employment Discrimination Act, EDA 344.040, 344.050 as amended.
25. **ROYALTIES AND PATENTS** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold City of Fort Mitchell harmless from loss on account thereof.
26. **LAW GOVERNING** This contract shall be governed by and construed according to the laws of the Commonwealth of Kentucky. Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to City of Fort Mitchell any final determination of a violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the contractor or vendor within the previous five (5) years; and further that said contractor or vendor has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the contract. The failure of a contractor or vendor to reveal a final determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any City of Fort Mitchell contracts for a period of two (2) years.

27. **LIABILITY INSURANCE** Unless otherwise provided herein, Liability Insurance in the amount of \$1,000,000.00 must be maintained through out the life of the contract. A Certificate of Insurance naming City of Fort Mitchell as co-insured must be submitted prior to execution of the Contract. The policy must provide that City of Fort Mitchell (as co-insured) shall be given at least a 10 day advance written notice of any proposed cancellation or termination of the policy.

28. **WORKERS' COMPENSATION** A Workers Compensation certificate shall accompany all bidding documents as proof of payment. City of Fort Mitchell may request proof of Certification at such other times during the life of the Contract as it deems necessary. Bids/proposals accepted by the Fort Mitchell Police Department will be available to all local municipalities in Boone, Campbell and Kenton Counties.

REQUEST FOR BIDS

Body Worn Camera System

Project Overview:

The Fort Mitchell Department is requesting bids from corporations having specific experience in providing Body Worn Cameras, Cruiser Cameras, and Digital Evidence Management Software for use in the public safety industry for the Fort Mitchell Police Department.

The successful vendor will provide fifteen (15) Body Worn Cameras, thirteen (13) cruiser cameras and Digital Evidence Management Software for the Fort Mitchell Police Department located at 2355 Dixie Highway Fort Mitchell, KY 41017.

Objective:

The objective of this Request for Bid (RFB) is to select the most competitive and qualified vendor that is capable of providing an integrated package of Body Worn Cameras, Cruiser Cameras, and Digital Evidence Management Software to the Fort Mitchell Police Department.

Body Camera Specifications:

❖ Lens Field of View	110 Degrees (minimum)
❖ Video Resolution/FPS	720p/30 Frames per Second (minimum)
❖ Memory	32gb (minimum)
❖ Storage	Video – up to 18 hours (minimum)
❖ Date and Time Stamp	Yes
❖ Battery	Rechargeable
❖ Battery Life	8 hours (minimum)
❖ Pre-Event Record	Yes
❖ One Touch Record	Yes
❖ IPX Rating	IPX4 (minimum)
❖ Drop Test Rating	Minimum of 6 feet
❖ Minimum Working Temperature	-14°F
❖ Maximum Working Temperature	122°F
❖ Factory Warranty	1 year (minimum)
❖ Connectivity	Communication with in-car video system (functionality as audio source for in-car video system preferred)

In-Car Camera Specifications:

❖ Primary Lens Field of View	68 Degrees (minimum)
❖ Secondary Camera	Rear Seat
❖ Video Resolution/FPS	720p/30 Frames per Second (minimum)
❖ Memory	32gb (minimum)
❖ Storage	Video – up to 18 hours (minimum)
❖ Date and Time Stamp	Yes
❖ Pre-Record	Yes
❖ Triggers	Crash, light, siren

- ❖ In-Car Monitor Independent of rear view mirror
- ❖ Upload Automatic wireless
- ❖ Factory Warranty 1 year (minimum)
- ❖ Connectivity Communication with body worn camera system (uses body worn camera as audio source for in-car video system preferred)

Digital Evidence Management Software:

- ❖ Software solution capable of handling body camera video, digital still photos from any digital camera, audio recordings, and video evidence from other sources such as interview room and digital video cameras
- ❖ Video redaction capabilities from within the provided software
- ❖ Ability to organize and search evidence by department case number
- ❖ Ability to incorporate evidence retention schedules and automate evidence purges
- ❖ Ability to set user permission levels by category
- ❖ Audit trail features to protect chain of custody
- ❖ Simple DVD burning for export of digital evidence
- ❖ Active Directory Support (preferred)
- ❖ Mobile application for smart phone or in-car computer for video review and tagging (preferred)
- ❖ Training on use of software, provided on-site or via live streaming video, provided within 30 days of delivery
- ❖ Accessible technical support contacts for system troubleshooting

Questions in regards to the needs of the Fort Mitchell Police Department are directed to Mike Gross 859-331-2823.

Bid Items:

15 Body Worn Camera Systems Unit Cost \$ _____ X 15 \$ _____

13 In-Car Camera Systems Unit Cost \$ _____ X 13 \$ _____

On-site Training \$ _____

Warranty Offered _____

Technical Support Offered _____

Freight (if applicable) \$ _____

Payment for Work:

Payment to the Bidder will be made upon presentation of a properly documented Invoice. No state use taxes are applicable. All billing should be made to the City of Fort Mitchell.

Bid Notice:

Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to the City any final determination of a violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the contractor or vendor within the previous five (5) years; and further that said contractor or vendor has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the contract. The failure of a contractor or vendor to reveal a final determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any City contracts for a period of two (2) years.

The City of Fort Mitchell reserves the right to reject any and all Bids, to waive formalities, and to negotiate with the apparent qualified bidder to such an extent as may be determined by the City.

Submitting the Bid:

Sealed Bids are due in the office of the City Clerk no later than 2:30 P.M., Friday, November 18, 2016. Bidders shall submit an executed original of the Bid Form and two (2) copies thereof along with three (3) copies of all supporting documents. All bids must be returned in a sealed envelope and must be clearly marked on the outside of the envelope as a "POLICE CAMERA SYSTEM". Bids not so marked may be rejected at the discretion of the Fiscal Court. Facsimile bids will not be accepted. Opening of the bids will be at 2:30 P.M., Friday, November 18, 2016 at the same location as stated above. The City is not responsible for the delivery of mail or other services, therefore only the bids received in the Clerk's Office prior to the opening will be considered.