EQUIPMENT PURCHASE AGREEMENT

THIS AGREEMENT is made as of the <u>22nd</u> day of <u>April</u> in the year 2019, between THE CITY OF LEESBURG, FLORIDA, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and WatchGuard, Inc. whose address is 415 E. Exchange Parkway, Allen, TX 75002, FEIN: 11-3718871 (hereinafter referred to as the "SUPPLIER").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

- 1. Contract Documents. The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
 - a. This Agreement; and
 - b. Request for Proposals (RFP) 190172- Body Worn & In-Car Camera Systems Solicitation Package in its entirety; and
 - c. SUPPLIER'S original pricing and updated three (3) year Total Cost of Ownership pricing sheet attached as Attachment 'A'; and
 - d. The SUPPLIER'S response to RFP 190172 made electronically on December 20, 2018 at 2:00 PM EST.
- 2. Supplies or Services. The SUPPLIER shall furnish products and services generally described as "In-Car and Body Worn Camera Systems to include hardware, accessories, software and services" as listed in Attachment 'A'. The unit costs for the services will not exceed those stated in Attachment 'A' except where the cost adjustment clause has been exercised following the Firm Fixed Price Period.
- 3. Labor and Materials. The SUPPLIER shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY'S representative.
- 4. Contract Items. The CITY may elect to add or remove contract items as shown in Attachment 'A' form this Contract in order to best meet the needs of the CITY. Any changes to the contracted items will be done so in writing and mutually agreed to by CITY and SUPPLIER.
- 5. Term of Agreement. The initial term of the Agreement shall be effective for three (3) years and commence on the date of Execution as stated in the preamble to this Agreement. If agreeable to both parties the Agreement may be extended for up to an additional three (3) years. Any extension shall be made by written amendment properly executed by both parties.
- 6. Firm Fixed Price Period. All Pricing will be firm and fixed through the first twenty-four (24) months following the effective date of this Agreement. Following the firm fixed price period the SUPPLIER may request a price adjustment as provided for in the Cost Adjustments section.

- 7. Quantities. The CITY does not guarantee or commit to any minimum and maximum quantities of camera systems to be purchased under this agreement.
- 8. Non-appropriation. The SUPPLIER understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the SUPPLIER, effective he first day of a fiscal period provided that:
 - a. A non-appropriation has occurred, and
 - b. The CITY has provided the SUPPLIER with written notice of termination of less than fifteen (15) days before the proposed termination date.
 - c. In the event of any termination, the SUPPLIER shall be paid for all services rendered and expenses incurred to the effective date of the termination, and other reasonable expenses incurred by the Consultant as a result of such termination. Upon the occurrence of such non-appropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.
- 9. Payment. All invoices shall contain the purchase order number, date and location of delivery and confirmation of acceptance of the goods or services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.
- 10. Cost Adjustment. Pricing for terms beyond the Firm Fixed Price Period are eligible to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year. The SUPPLIER is responsible for submitting any request for Cost Adjustment. Any requested Cost Adjustment will be fully documented and submitted to the CITY at least forty-five (45) days prior to the end of the Firm Fixed Price Period. Should the SUPPLIER not request a price increase prior to the forty-five (45) day period the prices in effect at that time will remain in effect for the next twelve (12) month period of the contract. Any approved cost adjustment shall become effective on the first day of the new period. The CITY may, after examination, refuse to accept the adjusted costs if they are not properly documented or increases are considered to be excessive. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the CITY can terminate the Agreement in accordance with the Termination for Convenience clause in this Agreement.

11. Termination of Agreement

- a. For Convenience. The CITY may terminate this Agreement at any time without cause by providing the SUPPLIER with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the SUPPLIER under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the SUPPLIER shall be paid for services satisfactorily completed, less payment or compensation previously made. The SUPPLIER shall not incur any additional expenses after receiving the written termination notice.
- b. For Default. If, through any cause, the SUPPLIER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the SUPPLIER requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY' show clause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the SUPPLIER's response. Should the SUPPLIER fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the SUPPLIER for failure of the SUPPLIER to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the SUPPLIER provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the SUPPLIER shall, at the option of the CITY, become CITY property, and the SUPPLIER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the SUPPLIER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the SUPPLIER for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined. In case of default by the SUPPLIER, the CITY may procure the services from other sources and hold the SUPPLIER responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor SUPPLIER without expense to the CITY. In addition, in the event of default by the SUPPLIER under this Agreement, the CITY may immediately cease doing business with the SUPPLIER, immediately terminate for cause all existing Agreements the CITY has with the SUPPLIER, and debar the SUPPLIER from doing future business with the CITY. Upon the SUPPLIER filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the SUPPLIER, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the SUPPLIER has with the CITY, and debar the SUPPLIER from doing future business with the

CITY. The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

- 12. Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.
- 13. Non-Exclusivity. The Award of this Contract shall not impose any obligation on the CITY to utilize the SUPPLIER, for all work of this type, which may develop during the Contract period. The CITY specifically reserves the right to concurrently contract with other suppliers for similar products or services if it deems such action to be in the CITY's best interest.
- 14. Insurance. The SUPPLIER will provide and maintain at all times during the term of this Agreement, including any renewal periods, without cost or expense to the CITY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the CITY, insuring SUPPLIER against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services or obligations of the SUPPLIER under the terms and provisions of this Agreement. The SUPPLIER is responsible for timely provision of certificate(s) of insurance to the CITY at the certificate holder address evidencing conformance with the requirements under this Agreement at all times throughout the term of the Agreement.

Such policies of insurance and conforming certificates of insurance, shall insure the SUPPLIER in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate Products-Completed Operations* Personal & Adv. Injury

Fire Damage Medical Expense \$1,000,000/\$2,000,000

\$2,000,000 \$1,000,000 \$50,000 \$5,000 Contractual Liability

Included

*Required only for construction projects. New or remodel/renovation.

<u>Automobile liability insurance</u>, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit

\$1,000,000

<u>Workers' compensation insurance</u> based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the SUPPLIER must provide a notarized statement that if he or she is injured; he or she will not hold the CITY responsible for any payment or compensation. Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

<u>Professional liability and specialty insurance</u> (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

City of Leesburg, a Political Subdivision of the State of Florida, will be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the CITY of any change, cancellation or nonrenewal of the provided insurance. It is the SUPPLIER's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Upon execution of this Agreement, the SUPPLIER will provide a copy of all policy endorsement(s), reflecting the required coverage, with the CITY listed as additional insured along with all required provisions to include waiver of subrogation.

Certificate(s) of insurance will identify the applicable solicitation number in the Description of Operations section of the Certificate.

Certificate holder will be:

CITY OF LEESBURG ATTN: MIKE THORNTON, PURCHASING MANAGER 501 W. MEADOW STREET LEESBURG, FLORIDA 34748 Certificates of insurance shall evidence a waiver of subrogation in favor of the CITY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the CITY.

The SUPPLIER will be responsible for sub suppliers and their insurance. Sub suppliers are to provide certificates of insurance to the SUPPLIER evidencing coverage and terms in accordance with the SUPPLIER's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the CITY. At the option of the CITY, the insurer shall reduce or eliminate such self-insured retentions or the SUPPLIER or sub supplier shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The CITY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the SUPPLIER or sub supplier providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in immediate termination of this Agreement for Default.

Neither approval by the CITY of any insurance supplied by the SUPPLIER or Sub supplier(s), nor a failure to disapprove that insurance, shall relieve the SUPPLIER or sub supplier(s) of full responsibility for liability, damages and accidents as set forth herein.

- 15. Waiver of Lien. The SUPPLIER agrees to make payment of all proper charges for labor and materials supplied and SUPPLIER shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.
- 16. Indemnification. The SUPPLIER agrees to make payment of all proper charges for labor required in the aforementioned work and SUPPLIER shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of SUPPLIER under this Contract; or the negligence of the SUPPLIER in the performance of its duties under this Contract, or any act or omission on the part of the SUPPLIER, his agents, employees, or servants. SUPPLIER shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance

of SUPPLIER'S duties under this Contract, or through the negligence of the SUPPLIER in the performance of its duties under this Contract, or through any act or omission on the part of the SUPPLIER, his agents, employees, or servants.

- 17. Codes, Laws, and Regulations. SUPPLIER will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
- 18. Permits, Licenses, and Fees. SUPPLIER will obtain and pay for all permits and licenses required by law that are associated with the SUPPLIER'S performance of the Scope of Services.
- 19. Public Records Retention. SUPPLIER shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by SUPPLIER herein. SUPPLIER shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. SUPPLIER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. SUPPLIER shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the SUPPLIER upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by SUPPLIER in a format that is compatible with the information technology systems of the CITY.

IF THE SUPPLIER HAS QUESTIONS REGADING THE APPLICATION OF CHAPTER 119, FLORDIA STATUTES TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECOREDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748

- 20. Access to Records. SUPPLIER will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during SUPPLIER'S normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.
- 21. Contingent Fees Prohibited. The SUPPLIER warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the SUPPLIER, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SUPPLIER any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

- Acceptance of Goods or Services. The goods delivered as a result of an award 22. from this solicitation shall remain the property of the SUPPLIER, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the SUPPLIER, to include return of any non-compliant goods to the SUPPLIER at the SUPPLIER's expense, requiring the SUPPLIER to either provide a direct replacement for the item, or a full credit for the returned item. The SUPPLIER shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded SUPPLIER. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the SUPPLIER by the CITY for any contract or financial obligation. This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.
- 23. Payment. CITY shall compensate SUPPLIER for their services, at a minimum, in accordance with the State of Florida prompt payment act. If payment is by:
 - a. Paper Check Payment terms will be Net 30 days from the date a correct and accurate invoice is presented to the CITY;
 - b. Purchasing Card If SUPPLIER accepts payment by purchasing card (Credit Card) payment will be made no later than 7 days from the date a correct and accurate invoice is presented to the CITY. Payment by Purchasing Card will be at the Contracted unit price amounts and no additional charges or convenience fees will be added to the invoice or payment.
- 24. Independent SUPPLIER. The SUPPLIER agrees that he or she is an independent SUPPLIER and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the SUPPLIER. SUPPLIER will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The SUPPLIER shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

25. Contact Person. The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

SUPPLIER Contact Information

Name/Title: Kyrie Enders, Proposals Director

Address: 415 E. Exchange Parkway

City, State & Zip: Allen, Texas 75002-2616

Telephone: (214) 785-2608

Email Address: bids@watchguardvideo.com

CITY Contact Information

Name/Title: Lieutenant Gary Barrett, Leesburg Police Department

Telephone: (352) 516-7361

Email Address: Gary.Barrett@leesburgflorida.gov

- 26. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
- 27. No Third-Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the SUPPLIER and the CITY.
- 28. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.
- 29. Disclosure of Conflict. The SUPPLIER has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the SUPPLIER and his duties under this Agreement.
- 30. Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

31. Authority to Obligate. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to this Agreement.

APPROVED AS TO FORM:

City Attorney

THE CITY OF LEESBURG, FLORIDA By:
John Christian, Mayor
ATTEST:
J. Onch Hurris City Clerk
/ City Clerk
WATCHGUARD, INC.
By: They Mostgamery
9
Printed: Troy Montgomery
Its: VP Sales (Title)
(Title)

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH WATCHGUARD, INC. FOR THE PURCHASE OF IN-CAR VIDEO SYSTEMS, SOFTWARE, HARDWARE AND ACCESSORIES FOR USE BY THE LEESBURG POLICE DEPARTMENT FOR A PURCHASE AMOUNT OF \$37,085.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City issued Request for Proposal 190172 and Watchguard, Inc. was selected as the top ranked Supplier.

WHEREAS Watchguard, Inc. is designated as the City's manufacturer of choice for purchase of in-car and body worn camera systems for use by the City of Leesburg.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with WATHCGUARD, INC. whose address is 415 E. Exchange, Allen, Texas 75002 (email: bids@watchguardvideo.com) for in-car and body worn camera systems with associated software and hardware accessories pursuant to Request for Proposal 190172.

THAT items for purchase under the Agreement may be may be revised, added or deleted by written notification by the Purchasing Manager as mutually agreed to by both parties.

THAT all future expenditures for goods ordered under this Agreement are approved provided Commission has appropriated funds in the applicable fiscal year. Should the department fail to budget funds for orders under this Agreement or purchases exceed the appropriated funds, commission approval for any orders will be required.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 22nd day of April 2019.

ATTEST:

City Clerk



AGENDA MEMORANDUM

Item No:

4.B.3.

Meeting Date:

April 22, 2019

From:

Mike Thornton, CPPO - Purchasing Manager for

Robert Hicks, Chief of Police

Subject:

Resolution authorizing execution of an agreement for the purchase of public

safety in-car and body worn camera systems

Staff Recommendation:

Staff recommends:

1) Award of the Request for Proposal (RFP) 190172 to Watchguard, Inc.; and

2) Approval of the contract; and

3) Approval of the current purchase of in-car camera systems for an amount of \$37,085.00.

Analysis:

The City's Police Department has a mix of in-car video systems. Some are very old while other units are newer. All are beyond their estimated life and are in need of replacement. The department will use this contract to begin a phased approach for replacing in-car video systems; starting with the oldest first.

The first purchase will be for seven (7) in-car video recording systems. Generally consisting of the following components. The total cost for all seven (7) systems to include software licenses and accessories is \$37,085.00.

- 4RE High Definition in-Car Video System (integrated Package)
- 4RE In-Car 802.11n Wireless Kit, 5 GHz
- Evidence Library 4 RE Device License
- WiFi Access Point, Used in Sally Port for uploading video data

The Police Department does not have an immediate need to purchase body worn camera systems. Should there be a need the purchase can be made using this Agreement. The body worn camera system can also be interfaced with the in-car video systems.

Procurement Analysis:

The Purchasing Division issued RFP 190172. The opportunity was posted on the City's official online solicitation platform and staff directly notified known companies that supply the products desired. The Purchasing Division received five (5) responses. The responding companies are listed in the attached.

Submission Date and Time: 4/22/2019 9:06 AM

Department: Police Department Prepared by: Mike Thornton Attachments: Yes_X_No_ Advertised: Not Required_X_ Dates: Attorney Review: Yes_No_ Revised 6/10/04	Reviewed by: Dept. Head Finance Dept Deputy C.M Submitted by: ' City Manager	Account No. 001-2111-521-5180 Project No. JA0019, JA0020,
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City of Leesburg 3 Year Total Cost of Ownership

ine #	Qty.	Description	Uni	it Price		ne-Time Front Cost	Year 1	Year 2		Year 3
PART	1-BOD	Y CAMERAS		The Foundation						
1	5	VISTA WiFi Body Wearable Camera	5	995.00	5	4,975.00				
2	5	VISTA HD USB Transfer / Charging Base	S	95.00	5	475.00				
3	5	VISTA, VISTA HD, Wifi Charging Radio Base Station	\$	200.00		Included				
4	1	Evidence Library 4 Site License	5	1,000.00	\$	1,000.00				
5	5	Evidence Library 4 - VISTA/4RE Combo-Discount Device License	\$	75.00	\$	375.00	2.3			
xten	led Hardy	vare Warranties and Software Maintenance			Jeen				e de como de	
ear 1										
6	5	Warranty, VISTA WiFi, 3 Year No-Fault (Year 1)	S				Included			
7.	5	Evidence Library 4 Software Maintenance, 1st Year	S				Included			
ear 2										
8	5	Warranty, VISTA WiFi, 3 Year No-Fault (Year 2)	5	175.00				\$ 875.00		
9	5	Evidence Library 4 Software Maintenance, 2nd Year	5	150.00				\$ 750.00		
ear 3										
10	5	Warranty, VISTA WiFl, 3 Year No-Fault (Year 3)	5	175.00		3			\$	875.00
11	5	Evidence Library 4 Software Maintenance, 3rd Year	S	150.00					S	750.00
		ADE Mich Definition in Car Midde Suprem Hategrand Onekage)	6	A CEE AG	10	22 275 00				
14	5	ARE High Definition In-Car Video System (Integrated Package) ARE In-Car 802.11n Wireless Kit, 5GHz ARE, VISTA, Smart PoE Switch Connects the ARE In-Car Video System to the VISTA HD Wi-Fi wearable corners in the vehicle Evideory Library 4 - ARE Device Library	\$	4,555.00 200.00 250.00	S	22,775.00 1,000.00 Included				
13 14	5	4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable comera in the	5	200.00	\$	1,000.00				
13 14 15 16	5 5 2	ARE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable comera in the webicle Evidence Library 4 - 4RE Device License WIFI Access Point, Configured, 802.11n, 5GHz, Sector (included PoE)	\$	200.00 250.00 150.00	\$	1,000.00 Included 750.00				
13 14 15 16 xten	5 5 2 ded Hardv	4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable comera in the webside. Evidence Library 4 - 4RE Device License	\$	200.00 250.00 150.00	\$	1,000.00 Included 750.00				
13 14 15 16 xten (ear 1	5 5 2 ded Hardy	ARE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch Connect the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable camera in the vehicle Evidence Library 4 - 4RE Device License WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included PoE) vare Warranties and Software Maintenance	\$ \$	200.00 250.00 150.00 250.00	\$	1,000.00 Included 750.00	1-1-1-1-1			
13 14 15 16 ixtend (ear 1	5 5 2 ded Hardy	ARE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart Poë Switch Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable camera in the vehicle. Evidence Library 4 - 4RE Device License WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included PdE) vare Warranties and Software Maintenance Warranty, 4RE, In-Car, 1st Year (Months 1-12)	5 5 5	200.00 250.00 150.00 250.00	\$	1,000.00 Included 750.00	Included			
13 14 15 16 xten (ear 1 17	5 5 2 ded Hardy 5 5	ARE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch Connect the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable camera in the vehicle Evidence Library 4 - 4RE Device License WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included PoE) vare Warranties and Software Maintenance	\$ \$	200.00 250.00 150.00 250.00	\$	1,000.00 Included 750.00	Included Included			
13 14 15 16 extend (ear 1 17 18 (ear 2	5 5 2 ded Hardw 5 5	ARE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch Canneds the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable comera in the webside Evidence Library 4 - 4RE Device License WIFI Access Point, Configured, 802.11n, 5GHz, Sector (included PoE) vare Warranties and Software Maintenance Warranty, 4RE, In-Car, 1st Year (Months 1-12) Evidence Library 4 Software Maintenance, 1st Year	\$ \$ \$ \$	200.00 250.00 150.00 250.00	\$	1,000.00 Included 750.00		£ 500.000		
13 14 15 16 xten (ear 1 17 18 (ear 2	5 5 2 2 ded Hardv 5 5	ARE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart Poë Switch Cannests the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable camera in the vehicle Evidence Library 4 - 4RE Device License WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included Poë) vare Warranties and Software Maintenance Warranty, 4RE, In-Car, 1st Year (Months 1-12) Evidence Library 4 Software Maintenance, 1st Year Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	200.00 250.00 150.00 250.00	\$	1,000.00 Included 750.00		S 500.00		
13 14 15 16 extend (ear 1 17 18 (ear 2 19 20	5 5 2 led Hardv 5 5 5	ARE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch Canneds the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable comera in the webside Evidence Library 4 - 4RE Device License WIFI Access Point, Configured, 802.11n, 5GHz, Sector (included PoE) vare Warranties and Software Maintenance Warranty, 4RE, In-Car, 1st Year (Months 1-12) Evidence Library 4 Software Maintenance, 1st Year	\$ \$ \$ \$	200.00 250.00 150.00 250.00	\$	1,000.00 Included 750.00		\$ 500.00 \$ 750.00		
13 14 15 16 extend (ear 1 17 18 (ear 2 19 20 (ear 3	5 5 2 2 ded Hardv 5 5	ARE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart Poë Switch Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable comera in the webicla Evidence Library 4 - 4RE Device License WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included Poë) vare Warranties and Software Maintenance Warranty, 4RE, In-Car, 1st Year (Months 1-12) Evidence Library 4 Software Maintenance, 1st Year Warranty, 4RE, In-Car, 2nd Year (Months 13-24) Evidence Library 4 Software Maintenance, 2nd Year	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	200.00 250.00 150.00 250.00 	\$	1,000.00 Included 750.00				1000
13 14 15 16 (ear 1 17 18 (ear 2 19 20 (ear 3 21	5 5 2 ded Hardw 5 5 5 5 5 5 5 5	ARE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch Connects the Plit In-Car Video System to the VISTA HD Wi-Fi wearable camera in the vehicle Evidence Library 4 - 4RE Device License WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included PoE) vare Warranties and Software Maintenance Warranty, 4RE, In-Car, 1st Year (Months 1-12) Evidence Library 4 Software Maintenance, 1st Year Warranty, 4RE, In-Car, 2nd Year (Months 13-24) Evidence Library 4 Software Maintenance, 2nd Year Warranty, 4RE, In-Car, 3rd Year (Months 13-24) Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	200.00 250.00 150.00 250.00 - - - 100.00 150.00	\$	1,000.00 Included 750.00			5	
13 14 15 16 extend (ear 1 17 18 (ear 2 19 20 (ear 3	5 5 2 2 ded Hardv 5 5	ARE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart Poë Switch Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable comera in the webicla Evidence Library 4 - 4RE Device License WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included Poë) vare Warranties and Software Maintenance Warranty, 4RE, In-Car, 1st Year (Months 1-12) Evidence Library 4 Software Maintenance, 1st Year Warranty, 4RE, In-Car, 2nd Year (Months 13-24) Evidence Library 4 Software Maintenance, 2nd Year	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	200.00 250.00 150.00 250.00 	\$	1,000.00 Included 750.00			\$ 5	1,000.00 750.00
13 14 15 16 ixten (ear 1 17 18 (ear 2 20 (ear 3 21 22	5 5 2 ded Hardw 5 5 5 5 5 5 5 5	ARE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart Poë Switch Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable camera in the vebicle Evidence Library 4 - 4RE Device License WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included PdE) vare Warranties and Software Maintenance Warranty, 4RE, In-Car, 1st Year (Months 1-12) Evidence Library 4 Software Maintenance, 1st Year Warranty, 4RE, In-Car, 2nd Year (Months 13-24) Evidence Library 4 Software Maintenance, 2nd Year Warranty, 4RE, In-Car, 3rd Year (Months 25-36) Evidence Library 4 Software Maintenance, 3rd Year	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	200.00 250.00 150.00 250.00 - - - 100.00 150.00	\$	1,000.00 Included 750.00			-	



City of Leesburg 3 Year Total Cost of Ownership

	100				
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ine #	Qty.	Description	ı	Jnit Price	One-Time Up-Front Cos	t Year 1	Year 2	Year 3
tardw	are			- promotes go	THE RESERVE OF STREET			
		HD Zoom Camera Upgrade	5	200.00				
		HD Panoramic Camera Upgrade	\$	200.00	\$ -			
	100	VISTA HD 8 Bay Ethernet Transfer Station	5	1,495.00	5 -			
		VISTA QuickConnect 12v Mobile Charger	5	95.00	\$ -	4		
		VISTA XLT Wi-Fi Enables Body-Mounted Camera Kit Includes DVR, camera, cable, cable strain relief, choice of camera	\$	1,095.00	\$ -			
		mount, choice of DVR holder, 1-year warranty.						
		VISTA XLT Wi-Fi Enables Head-Mounted Camera Kit Includes DVR, camera, cable, cable strain relief, choice of camera	\$	1,095.00	\$ -			
		mount, choice of DVR holder, 1-year warranty.						
	10.00	Oakley Flak Jacket Glasses			s -			
		Hi-Fi Wireless Microphone Kit	5	699.00	s -			
		VISTA Vehicle Kit	5	795.00				
		Supports remote triogers and 495 in-car integration					and the same of th	
oftwa	re	Dadastin Dadastin fathura Cook for Hann	Te.	1005.00				
-		Redactive Redaction Software, Single Seat License Software Maintenance, REDACTIVE, 1st Year (Months 1-12)	5	4,995.00	> -			
		Software Maintenance, NEDALTIVE, 1st Year (Months 1-12)	S	995.00		A STATE OF THE PARTY OF THE PAR		
		Cafe and Malacana and Arman Company Co. Allega (March and Cafe)		005.00				
		Software Maintenance, REDACTIVE, 2nd Year (Months 13-24)	5	995,00				
		Software Maintenance, REDACTIVE, 3rd Year (Months 25-36)	5	995.00				
		Software Maintenance, REDACTIVE, 3rd Year (Months 25-36) Software Maintenance, REDACTIVE, 3-Year Bundle (Months 1-36)	\$	995.00 2,795.00				
		Software Maintenance, REDACTIVE, 3rd Year (Months 25-36)	5	995.00				
Penface	innal 6a	Software Maintenance, REDACTIVE, 3rd Year (Months 25-36) Software Maintenance, REDACTIVE, 3 Year Bundle (Months 1-36) Software Maintenance, REDACTIVE, +1 Extended Additional Year	\$	995.00 2,795.00				
rofess	tional Se	Software Maintenance, REDACTIVE, 3rd Year (Months 25-36) Software Maintenance, REDACTIVE, 3-Year Bundle (Months 1-36) Software Maintenance, REDACTIVE, +1 Extended Additional Year rvices	\$ \$	995.00 2,795.00 995.00				
^a rofess	sional Se	Software Maintenance, REDACTIVE, 3rd Year (Months 25-36) Software Maintenance, REDACTIVE, 3 Year Bundle (Months 1-36) Software Maintenance, REDACTIVE, +1 Extended Additional Year	\$	995.00 2,795.00	ş -			
°rofess	tional Se	Software Maintenance, REDACTIVE, 3rd Year (Months 25-36) Software Maintenance, REDACTIVE, 3-Year Bundle (Months 1-36) Software Maintenance, REDACTIVE, +1 Extended Additional Year rvices	\$ \$	995.00 2,795.00 995.00				

SOL	UTION COST BREAKDOWN	
Item #	Description	Unit Price
IN-CAR	CAMERA HARDWARE	
1	4RE High Definition In-Car Video System Includes: Zero Sightline HD Front Camera Separate Back Seat Camera Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 16GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 1-Year warranty on ALL in-car components	\$4,555.00
2	4RE In-Car 802.11n Wireless Kit, 5GHz Includes: Radio, Antenna, PoE, 2-10' Ethernet Cables)	\$200.00
3	HD Zoom Camera Upgrade Replaces the Zero Sightline Front Camera with a HD Zoom Front Camera	\$200.00
4	HD Panoramic Camera Upgrade Replaces the Zero Sightline Front Camera with a HD Panoramic Front Camera	\$200.00
5	Hi-Fi Wireless Microphone Kit	\$699.00
BODY C	AMERA HARDWARE	
6	VISTA HD WiFi Wearable Camera Includes: Mounting Hardware and One (1) Year warranty on ALL components	\$995.00
7	VISTA XLT Wi-Fi Enables Body-Mounted Camera Kit Includes DVR, camera, cable, cable strain relief, choice of camera mount, choice of DVR holder, 1- year warranty.	\$1,095.00
8	VISTA XLT Wi-Fi Enables Head-Mounted Camera Kit Includes DVR, camera, cable, cable strain relief, choice of camera mount, choice of DVR holder, 1- year warranty.	\$1,095.00
9	Oakley Flak Jacket Glasses	\$149.95
10	VISTA HD, USB Charge and Upload Docking Base	\$95.00
11	4RE, VISTA, Smart PoE Switch	\$250.00
12	VISTA Vehicle Trigger Kit	\$795.00
13	VISTA HD 8 Bay Ethernet Transfer Station	\$1,495.00
14	VISTA, VISTA HD, WiFi Charging Radio Base Station	\$200.00
15	VISTA QuickConnect 12v Mobile Charger	\$95.00
	CE MANAGEMENT SOFTWARE	
Evidence L	ibrary 4 is available for on-premise or hybrid storage deployments.	
16	Evidence Library 4 Site License	\$1,000.00
17	Evidence Library 4 - 4RE Device License Includes 1st year of Software Maintenance	\$150.00
18	Evidence Library 4 - VISTA/4RE Combo-Discount Device License Includes 1st year of Software Maintenance	\$75.00
19	Evidence Library 4 - VISTA Device License Includes 1st year of Software Maintenance	\$150.00
20	Redactive Redaction Software, Single Seat License, Optional	\$3,995.00

Item#	Description	UnitPrice
21	Songer ADE 211 46 25 C	
22	Server, 4RE, 3U, 16-35 Concurrent Cars, 5CAL	\$8,850.00
	Video Storage Hard Drive, 8TB	\$675.00
23	Redactive Tower, Xeon 16 Core, 480GB SSD, Blu Ray DVDRW, 16GB RAM	\$4,000.00
24	Storage, JBOD Enclosure, 24-bay 4U, Includes SAS Cable	\$3,350.00
25	WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included PoE)	\$250.00
26	Warranty, JBOD, Full Service, On Site 5-Year (Months 37-60)	\$1,175.00
27	Rimage, Catalyst 6000N Disc Publishing	\$9,500.00
28	DVD, Rimage, Professional Media Kit, Black-Inc. Ribbon & 10,000 Media	\$5,435.00
29	Warranty, Rimage, Catalyst 6000N Rapid Exchange, 1st Yr. Upgrade	\$1,145.00
30	Extended Warranty, Rack Server, Full Service On-Site, 5 year (Months 37-60)	\$1,175.00
WARRAI	NTIES AND MAINTENANCE	7 - 7 - 7 - 7 - 7 - 7
31	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	
32	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	\$100.00
33	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	\$200.00
34	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	\$325.00
35	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	\$450.00
36	Warranty, 4RE, 5 Year Hardware and Software Bundle	\$1,375.00
37	VISTA Warranty, 1st Year (Months 1-12)	
38	Warranty, VISTA WiFi, 3 Year No-Fault	\$450.00
39	Warranty, VISTA WiFi, Hardware and Software Bundle	\$650.00
40	VISTA Refresh Plan, per device, per year	\$395.00
41	Evidence Library 4 Software Maintenance, 1st Year	
42	Evidence Library 4 Software Maintenance, 2nd Year	\$150.00
43	Evidence Library 4 Software Maintenance, 3rd Year	\$150.00
44	Evidence Library 4 Software Maintenance, 4th Year	\$150.00
45	Evidence Library 4 Software Maintenance, 5th Year	\$150.00
46	Software Maintenance, REDACTIVE, 1st Year (Months 1-12)	\$785.00
47	Software Maintenance, REDACTIVE, 2nd Year (Months 13-24)	\$785.00
48	Software Maintenance, REDACTIVE, 3rd Year (Months 25-36)	\$785.00
49	Software Maintenance, REDACTIVE, 3-Year Bundle (Months 1-36)	\$2,250.00
50	Software Maintenance, REDACTIVE, +1 Extended Additional Year	\$785.00
MPLEME	NTATION SERVICES	
51	System Configuration - 1st Location	\$2,500.00
52	4RE System Installation, In-Car (per Unit Charge)	\$400.00
53	Professional Services - Base API Package, Annual Charge (per user)	\$120.00
54	Professional Services - CAD/RMS Integration Package, Annual Charge (per user)	\$180.00
55	Professional Services - Enterprise API Integration Package, Annual Charge (per user)	\$240.00

STORAGE OPTIONS

We understand that the City is interested in multiple storage options, so we have quoted each storage option separately from the Solution Total. These each represent our estimates based on the information provided in the RFP and the Question and Answer addendum provided. These may be discussed in more

detail at a later stage of the process, and modified based on additional information provided by the City.

Item	Description	Unit
#		Price
space co non-evia to the cl	wing line items are to support the Department's video storage with a hybrid on-premise / cloud solution added to the proposed on-premise hardware included in the above Solution Total. Total amount of on uld be reduced. The Unlimited cloud storage option is available if all video is stored on-premise during centiary period, before the critical or evidentiary video is moved to the cloud. If the Department would list about sooner, this would have to deployed using the Actual Usage model.	-premise storage
56	Cloud Storage - Unlimited, per device, Year 1	\$300.0
57	Cloud Storage - Unlimited, per device, Year 2	\$300.0
58	Cloud Storage - Unlimited, per device, Year 3	\$300.0
59	Cloud Storage - Unlimited, per device, Year 4	\$300.00
60	Cloud Storage - Unlimited, per device, Year 5	\$300.00
61	Cloud Storage - Usage Plan	.03 per GI
FULLY H	IOSTED OPTION	
Item #	Description	Unit Price
Jordinon	Library.com evidence management and storage option removes the need for the Evidence Library 4 line. Total above. Extended price is an annual cost.	items in the
62	ELC Upload Appliance 1U Rack Mounted Chassis, Dual Power Supply, SM X11SSH-LN4F SOC 1151 C236 64G 4XGBE I210-AT 8XSATA3 M.2, Intel XEON E3-1225V67, 16GB (2X8GB), DDR4 2400 ECC, 2x256GB SSD, 6GB/s, RAID 1 array, 256GB usable, 4-4TB Hard Drives, 7,200 RPM Enterprise, RAID 10 array, 8TB usable, Microsoft Windows 10 IOT Enterprise. 5-Year Full Service (On-Site or reimbursed) Warranty	\$4,500.00
63	EvidenceLibrary.com Software and Hosting, per assigned device, per year	\$250.00
64	Cloud Storage - Better Than Unlimited Plan, per assigned device, per year	\$200.00
65	EvidenceLibrary.com Software and Hosting, per pooled device, per year	\$350.00
	Cl. 16:	7550.00
66	Cloud Storage - Better Than Unlimited Plan, per pooled device, per year	\$300.00

Responses for all five (5) Suppliers were evaluated by the Evaluation Committee. The Committee consisted of three (3) representatives from the Police Department and one (1) representative from the Information Technology Department.

Following the initial evaluation, four (4) Suppliers were moved to the price evaluation phase. They were Watchguard, Inc. with a quality score of 89.33%, L3 Mobile-Vision, Inc. - 81.02%, Soleratec, LLC – 76.27% and Digital Ally, Inc. - 69.03%. In order to normalize the pricing and align it with the City's anticipated purchases, procurement requested the Suppliers to submit a revised pricing structure for a 3-year Total Cost of Ownership for quantities of 1 and 5.

The revised pricing was entered for price versus quality analysis, which resulted in Watchguard, Inc. being the top ranked Supplier. The Summary of final rankings is provided here and attached. Staff notes that Soleratec, LLC did not provide the revised pricing before the established deadline. They were not moved to the price evaluation phase.

Approval of this item will also establish Watchguard, Inc. as the manufacturer of choice for in-car and body worn camera systems for the Police Department. Any future purchases for these systems will be made through Watchguard, Inc.

Supplier Name	3-yr TCO \$	Quality Score	Price Discrepancy
Watchguard, Inc.	\$40,600.00	89.33%	\$0
L3 Mobile-Vision, Inc.	\$41,057.50	81.02%	\$-5,519.81
Digital Ally, Inc.	\$35,365.00	69.03%	\$-7,129.22

The evaluation software uses a formula to calculate the overall Supplier ranking using both price and quality. This particular Solicitation was setup to use a 40% price and 60% quality in calculating the final ranking. The Price Discrepancy column reflects how much 'better' the Suppliers price would have had to been in order for them to overcome their lower quality score and become the top ranked Supplier. Looking at Digital Ally, they had a lower price than the other Suppliers but their quality score was much lower. In order for them to overcome the lower quality score their price would have had to be \$7,129.22 lower.

References for Watchguard, Inc. were verified; they received an overall rating of 'very good'.

Options:

- 1. Approve the staff recommended actions with Watchguard, Inc.; or
- 2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available for this purchase in the current budget. The Police department operating account has \$3,290.00 and the City will receive three (3) Edward Byrne Memorial Grants totaling \$33,795.00.

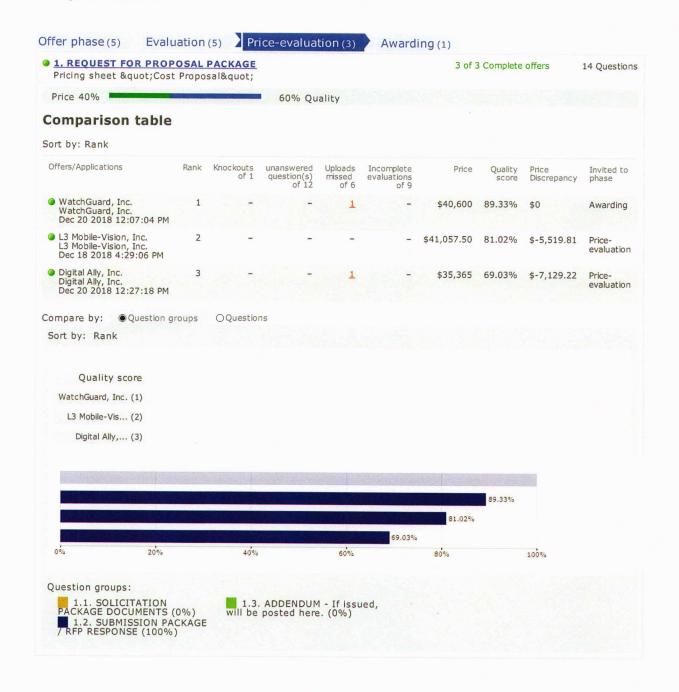
The grants are:

•	2017-DJ-BX-0872 -	\$11,490.00	JA0019
•	2018-DJ-BX-0540 -	\$12,489.00	JA0020
•	2019-JAGC-LAKE-1N2-	009 - \$9,816.00	JA0021

0021 BODY WORN & IN-CAR CAMERA SYSTEMS (190172)

Award phase

Compare & Select



Solicitation summary (0021)

Details

Reference number:

Procedure: Sealed without Preselection

Description:

The City of Leesburg, Florida invites interested and qualified Suppliers to submit a response to this Request for Proposals through the use of Negometrix.

The services for this project includes the following: the supply and installation of both Body-Worn Cameras (BWCs) and In-Car Cameras (ICCs), as well as the necessary IT equipment, hardware and software. The scope of services is attached below and included in the Solicitation Package.

Responding firms and key personnel must have demonstrated and documented experience in similar projects.

If you wish to participate in this RFP, please $\ \underline{\text{select}}$ the 'PARTICIPATE' button and fill-out the RFP Response Package.

<u>QUESTION DEADLINE</u>
Deadline for questions is **SEVEN (7) CALENDAR DAYS** before Solicitation Responses are

<u>DESIGNATED PROCUREMENT REPRESENTATIVE</u>
The Designated Procurement Representative for this Solicitation is:

Melanie Ortiz, Buyer melanie.ortiz@leesburgflorida.gov

(352) 728-9880

ALL communications regarding this solicitation will be handled by this City representative.

ASSISTANCE & SUPPORT
Attached below is a file titled Attached below is a file titled <u>'Getting Started in Negometrix - Supplier Guide'</u>. This file will provide useful information in how Suppliers use the system to obtain the solicitation information and submit their own Solicitation Response. Suppliers may also contact the Negometrix support desk at the number provided.

Negometrix Support Contact:
(Technical) Assistance (Mon - Fri: 8 am to 6 pm)
For assistance operating Negometrix and submitting your online proposal please contact the Negometrix Servicedesk through the details below.

Negometrix Service desk

Telephone: (724) 888-5294

Email: servicedesk@negometrix.com

Awarded supplier(s)

• WatchGuard, Inc. (WatchGuard, Inc.)

Offers/Applications from suppliers

- Suppliers (Number of suppliers: 10)
 - Safety Vision LLC
 - Participant since : Nov 26 2018 4:16:38 PM
 - · Digital Ally, Inc.
 - Participant since: Nov 26 2018 3:41:06 PM
 - Wolfcom Enterprises
 - Participant since: Nov 21 2018 11:57:24 AM

- ProLogic ITS, LLC
 - Participant since: Nov 20 2018 1:11:54 PM
- L3 Mobile-Vision, Inc.
 - Participant since: Nov 19 2018 2:09:52 PM
- SOLERATEC LLC
 - Participant since : Nov 19 2018 1:50:04 PM
- Axon Enterprise, Inc.
 - Participant since : Nov 19 2018 1:01:58 PM
- · WatchGuard, Inc.
 - Participant since: Nov 19 2018 11:54:17 AM
- · COBAN Technologies, Inc.
 - Participant since: Nov 19 2018 11:04:24 AM
- · Applied Concepts Inc. dba Stalker Radar
 - Participant since: Nov 19 2018 10:55:10 AM
- Offer phase (Number of offers in phase: 5)
 - WatchGuard, Inc. (WatchGuard, Inc.) Time and date of submitting: Dec 20 2018 12:07:04 PM
 - SOLERATEC LLC (SOLERATEC LLC) Time and date of submitting: Dec 20 2018 1:51:53 PM
 - L3 Mobile-Vision, Inc. (L3 Mobile-Vision, Inc.) Time and date of submitting: Dec 18 2018 4:29:06 PM
 - ProLogic ITS, LLC (ProLogic ITS, LLC) Time and date of submitting: Dec 20 2018 11:57:14 AM
 - Digital Ally, Inc. (Digital Ally, Inc.) Time and date of submitting: Dec 20 2018 12:27:18 PM
- Evaluation (Number of offers in phase: 5)
 - WatchGuard, Inc. (WatchGuard, Inc.)
 - SOLERATEC LLC (SOLERATEC LLC)
 - L3 Mobile-Vision, Inc. (L3 Mobile-Vision, Inc.)
 - ProLogic ITS, LLC (ProLogic ITS, LLC)
 - Digital Ally, Inc. (Digital Ally, Inc.)
- Price-evaluation (Number of offers in phase: 3)
 - WatchGuard, Inc. (WatchGuard, Inc.)
 - L3 Mobile-Vision, Inc. (L3 Mobile-Vision, Inc.)
 - Digital Ally, Inc. (Digital Ally, Inc.)
- Awarding (Number of offers in phase: 1)
 - WatchGuard, Inc. (WatchGuard, Inc.)

Schedule

Name	Туре	Start date	End date	Responsible person
Creation date	Date	Nov 9 2018 4:46 PM	-	Mike Thornton
Preparation	Phase	Nov 9 2018 4:46 PM	Nov 19 2018 8:00 AM	
Offer phase	Phase	Nov 19 2018 8:00 AM	Dec 20 2018 2:00 PM	
Evaluation	Phase	Dec 20 2018 2:00 PM	Mar 11 2019 8:00 AM	
Price-evaluation phase	Phase	Mar 11 2019 8:00 AM	Mar 18 2019 7:00 AM	
Award phase	Date	Mar 18 2019 7:00 AM	_	

Results

• Offer phase (Nov 19 2018 - Dec 20 2018)

1 WatchGuard, _ Inc.

Rank	t Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
1	SOLERATEC LLC	-	-	1	-	-	-	76.27%	Yes
2	ProLogic ITS, LLC	-	-	-	-	-	-	69.75%	Yes
3	Digital Ally, Inc.	-	-	1	-	-	\$35,365	69.03%	Yes
4	WatchGuard, Inc.	-	-	1	-	-	\$40,600	89.33%	Yes
5	L3 Mobile- Vision, Inc.	-	-	-	-	-	\$41,057.50	81.02%	Yes
Evalu	ation								
Result Rank Name		Knockouts			Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
1	SOLERATEC LLC	-	-	1	-	-	-	76.27%	No
2	ProLogic ITS, LLC	-	-	-	-	3	-	69.75%	No
3	Digital Ally, Inc.	-	-	1	-	1	\$35,365	69.03%	Yes
4	WatchGuard, Inc.	-	-	1	-	-	\$40,600	89.33%	Yes
5	L3 Mobile- Vision, Inc.	-	-	-	-	-	\$41,057.50	81.02%	Yes
Price	e-evaluation	(Mar 11 2	019)						
Resu Rank	lt Name	Knockouts			Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
1	WatchGuard, Inc.	-	-	1	-	-	\$40,600	89.33%	Yes
2	L3 Mobile- Vision, Inc.	-	-	-	-	-	\$41,057.50	81.02%	No
3	Digital Ally, Inc.	-	-	1		-	\$35,365	69.03%	No
Awa	rding								
Resu Rank	ilt Name	Knockouts	unanswered	Uploa misse			ered	Price Quali	

\$40,600 89.33%

Contracts

There are no contracts added

Comments

Pricing Evaluation: Top 4 Suppliers were requested to provide revised pricing based on a TCO of 3-years and quantities of 1 and 5.

Soleratec, LLC did not response with revised pricing. Three (3) Suppliers were moved to the ${\sf Price}$ Evaluation phase.

Solicitation summary documents: