

**Broward Sheriff's Office
2601 W. Broward Blvd. Ft. Lauderdale, FL 33312**



**RLI # 19053JLS
BASE LAYER INTEGRATION SOFTWARE PLATFORM FOR OUR
REAL TIME CRIME CENTER**

Jason L Spaide

Bid 19053JLS

BASE LAYER INTEGRATION SOFTWARE PLATFORM FOR OUR REAL TIME CRIME CENTER

Bid Number	19053JLS
Bid Title	BASE LAYER INTEGRATION SOFTWARE PLATFORM FOR OUR REAL TIME CRIME CENTER
Bid Start Date	Sep 6, 2019 10:38:41 AM EDT
Bid End Date	Oct 23, 2019 5:00:00 PM EDT
Question & Answer End Date	Oct 16, 2019 5:00:00 PM EDT
Bid Contact	Jason L Spaide 954- 321 -4542
Bid Contact	Auret Gil 954- 831 -8173
Contract Duration	5 years
Contract Renewal	2 annual renewals
Prices Good for	120 days
Bid Comments	A. The Broward Sheriff's Office (BSO) will receive formal sealed Letters of Interest and Statements of Qualifications and Experience for BASE LAYER INTEGRATION SOFTWARE PLATFORM FOR OUR REAL TIME CRIME CENTER. Please read the Request for Letter of Interest (RLI) carefully and include in your Proposal, all information, forms and documents requested. B. Responses to this solicitation will be accepted until time and date indicated in the solicitation and will be accepted through BidSync only. Proposals submitted by e-mail, fax, etc. will not be accepted. BidSync will not accept any responses to RLI after date/time indicated in the solicitation. C. This project is under a "Cone of Silence" beginning with RLI release until contract execution or when all responses have been rejected. A complete definition of Cone of Silence is located on BSO website www.sheriff.org. All communication regarding this Request For Letter of Interest must be submitted through BidSync. D. Questions regarding this solicitation, including procedures, specifications, etc. will be accepted until date/time indicated, and will be accepted through BidSync only. BSO may not accept questions after the Q&A end date. Please do not e-mail Purchasing Agent(s) with questions - ALL QUESTIONS MUST GO THROUGH BIDSYN. The date(s) that answers to questions will be posted on BidSync is at BSO's discretion, which may occur after closing date for questions. E. The Broward Sheriff's Office reserves the right to waive or modify any irregularities and technicalities in this RLI and in Proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the RLI. BSO further reserves the right to reject any or all Proposals, with or without cause, to waive technical errors and informalities or to accept Proposals, which in its judgment best serves BSO. BSO further reserves the right to cancel this RLI and re-solicit if determined to be in its best interest. BSO's decision in dispute(s) resolution(s) will be final. At BSO'S sole discretion, award will be made to Proposer that BSO determines is the most qualified responsive and responsible Proposer. BSO reserves the right to withdraw this RLI without any award and/or "piggyback" off of another existing government contract and/or GSA.

Added on Sep 17, 2019:

Per Question #4 item #3, Scope of Services document was revised and re-uploaded.

Per Question #6 item #2, Reference Form document was revised and re-uploaded. If you have already completed this document, you do not need to have it redone.

Added on Oct 10, 2019:

Addendum

Per Question #39, The total count for sworn personnel currently is 1200. Vendors should base pricing for licenses on this number and should also include additional information regarding license costs if this number were to increase or decrease.

Addendum # 1

New Documents	STANDARD REFERENCE FORM 9.17.19.pdf Scope of Services RLI 19053JLS rev 9.17.19.pdf
Removed Documents	STANDARD REFERENCE FORM 5.20.19.pdf Scope of Services RLI 19053JLS.pdf

Addendum # 2

Item Response Form

Item	19053JLS--01-01 - Lump sum pricing for BASE LAYER INTEGRATION SOFTWARE PLATFORM
Quantity	1 each
Unit Price	
Delivery Location	Broward Sheriff's Office <u>Broward Sheriffs Office</u> 2601 W. Broward Blvd. Purchasing (Room 3511) Ft. Lauderdale FL 33312 Qty 1

Description

Please upload an Excel spreadsheet breaking down all costs of lump sum price by line item, including but not limited Phase 1 and Phase 2 cost breakdown on "EACH" deliverable individually, including:

Link to CAD (Mandatory Phase 1)

Link to VMS/IP cameras – Avigilon, Ocularis,

TEI VPS (Mandatory Phase 1)

Link to ELMO

Link to BSOPics

Link to Records Management System

Link to LPR

Link to existing ESRI layers

Link to ShotSpotter

Link to SAFER Watch

Link to BSO Warrants Database

Link to RING

Link to other IP/URL based applications

License(s)

Storage Costs

Source Code Escrow

Installation/Implementation/Deployment

Training

Customer Support/maintenance

Updates

Hardware/Software
Labor

Total cost on spreadsheet must match total pricing inserted in BidSync.

Item **19053JLS--01-02 - Annual Maintenance and Support for System**

Quantity **1 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Broward Sheriffs Office

2601 W. Broward Blvd.

Purchasing (Room 3511)

Ft. Lauderdale FL 33312

Qty 1

Description

This price should not be included in line item #1, as it is a separate cost for Annual Maintenance and Support past what is initially covered.

Please detail what year(s) Annual Maintenance and Support is covered and when these costs annually would go into effect.

Item **19053JLS--01-03 - Additional Warranty**

Quantity **1 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Broward Sheriffs Office

2601 W. Broward Blvd.

Purchasing (Room 3511)

Ft. Lauderdale FL 33312

Qty 1

Description

This price should not be included in line item #1, as it is a separate cost for Warranty past what is initially covered.

Please detail what year(s) Warranty is covered and when these costs annually would go into effect.



RLI 19053JLS BASE LAYER INTEGRATION
SOFTWARE PLATFORM FOR OUR REAL TIME CRIME CENTER

1. BACKGROUND:

The Broward Sheriff's Office (BSO), a full service public safety agency with approximately 5,500 employees, is seeking a qualified candidate(s) to provide a base layer integrating software platform for our Real Time Crime Center (RTCC). The software will integrate, automate and geomap multiple data points from hardware and other software and programs. The Broward Sheriff's Office Real Time Crime Center endeavors to set the standard for comprehensive technology integration into law enforcement. The BSO RTCC anticipates leveraging technology to enhance the efficiency and effectiveness of law enforcement response to all threats to our community.

The coordination of multiple sources of data and information is critical to the effective law enforcement response to hazardous events. BSO requires integration of video inputs, incident reports, arrest records, photos, national crime databases, 911 call records, computer aided dispatch data and more. As critical is the need to translate these into actionable intelligence. Currently most of this information comes to law enforcement via separate silos. The expected solution brings these diverse inputs together and presents them in a single, real-time operational view, while also recognizing patterns and alerting the user— a Real Time Crime Center (RTCC).

The RTCC will have data and video inputs coming directly from multiple sources, including dispatch, video feeds, license plate readers, electronic monitoring devices, and much more. At a minimum, the RTCC will provide fast, coordinated information sharing that maximizes law enforcement capabilities and ensures the safety of our community. This will ensure that real time information is available to first responders throughout the County, enhancing the ability to respond immediately and effectively to any crisis situation. The RTCC is staffed with BSO Detectives and Crime Analysts who will view, assess and disseminate the information to deputies responding to the scene. They will also provide critical information to detectives post-event in order to rapidly identify and apprehend perpetrators of crimes. The BSO RTCC is being planned with two critical components at its core: Strategic Command & Control and Intelligence.

1.1 Strategic Command and Control:

- 1.1.1** Efficiently coordinate resources, provide operational intelligence and effectively respond to critical incidents in progress.
- 1.1.2** The Strategic Command & Control component will combine all available technology and intelligence, efficiently applying these to critical incidents.

Leveraging technology, RTCC detectives will be able to guide first responders to the threat, providing up to the moment information about what is occurring.

- 1.1.3 Critical incidents can be identified via: predetermined call types, key word triggers, direct notification devices, as well as staff identified calls (radio monitoring, tips etc). Upon identification of a critical incident by the system, the RTCC's vision is that the incident will alert the RTCC and auto-populate the GPS location on the RTCC screen, also identifying nearby video feeds, LPRs, other technology, RMS data, and other pertinent Intel data. RTCC staff will be able to provide critical over watch and information to arriving units, enabling them to expedite and maximize their response.

1.2 Rapid Intelligence Dissemination

- 1.2.1 Harness technology and data to preemptively identify emerging threats

- 1.2.2 Expeditiously investigate and solve crimes

- 1.2.3 The Intelligence component of the RTCC can be summarized by the ability to access all BSO databases and resources and apply analysis that enables preemptive action. The addition of resources is unending, always building, growing, and constantly getting bigger and smarter. An effective Intelligence component will initially provide tactical intelligence (apart from the video) to responding units and quickly expand as the immediate scene is secured and investigations start. This will include a federated search for names, addresses and phone numbers. Critical intelligence will be pushed out to responding units, allowing them to react more tactically and efficiently. This might include: call history for a location, subject and vehicle information, and officer safety warnings and concerns. Once a scene has reached a suitable layer of safety, the RTCC Intelligence component can be quickly accessed to rapidly build out emerging information and facilitate investigations. The early leads provided by technology will also dramatically enhance the early stages of investigations, including the location of subjects and vehicles. The BSO RTCC seeks to harness information provided by technology to quickly identify, locate and capture suspects and reduce possible negative impacts on our community. The RTCC detectives should have the ability to quickly access multiple databases and provide immediate information to detectives on scene. In this sense, the BSO RTCC is also emulating an information fusion center.

1.3 Anticipated Inputs:

- 1.3.1 **PHASE 1 (Priority): The inability to deliver all "Priority" inputs within Phase 1 is not an automatic disqualifier, though CAD and Video/VMS and LPR integration are mandatory Phase 1 inputs.**

- 1.3.1.1 Computer Aided Dispatch (CAD)(currently Motorola Premier One). CAD is considered an activator. All calls, or certain pre-determined calls, will automatically be gps-mapped by location on the map.

- 1.3.1.2 VMS (Video Management Systems) and IP based cameras – System Agnostic (onVif Compatible); flexible for single camera or opens

VMS program. All system cameras will be gps-mapped and activated if they are within a certain distance from an incident or an activator. The system should be built so that distance can be changed as necessary by RTCC personnel. Additionally, the VMS and IP based cameras should be available to view on a map independently as a base layer, with exact locations gps-mapped.

1.3.1.3 Current Video Feeds:

1.3.1.3.1 BCSB (Broward County School Board) – Avigilon

1.3.1.3.2 Public Safety Building Panasonic VI Monitor Plus - Will be Avigilon soon

1.3.1.3.3 Broward County Jails OnSSI/Occularis

1.3.1.3.4 BSO Districts – 4, 5, 11, 13, 10 (TEI VPS EZ Cam, Avigilon, Genetech et al.)

1.3.1.4 Anticipated Feeds:

1.3.1.4.1 Broward County facilities – OnSSI/Occularis

1.3.1.4.2 Port Everglades

1.3.1.4.3 Broward County Convention Center

1.3.1.4.4 Fort Lauderdale International Airport

1.3.1.4.5 Broward County Transit

1.3.1.4.6 FDOT

1.3.1.4.7 Broward DOT

1.3.1.4.8 BCFR stations

1.3.1.4.9 Private Feeds via security

1.3.1.4.10 Private business feeds

1.3.1.5 License Plate Readers LPR – Agnostic – Vigilant and Genetech in BSO currently. LPRs are considered an activator if they alert. All system LPRs will be gps-mapped and activated if they are within a certain distance from an incident or an activator. The system should be built so that distance can be changed as necessary by RTCC personnel. Additionally, the LPRs should be available to view on a map independently as a base layer, with exact locations gps-mapped.

1.3.1.6 Electronic Monitoring (ELMO Pretrial and Probation – BSO currently); state and federal TBD. All persons on ELMO will be gps-mapped and shown in motion as they are moving if they are within a certain distance from an incident or an activator. ELMO can also be considered an activator if it alerts independent of any other activation. The system should be built so that distance can be changed as necessary by RTCC personnel. Additionally, the ELMO system should be available to view on a map independently as a base layer, with exact locations gps-mapped.

1.3.1.7 BSOPics - All persons will be gps-mapped based on their location of arrest and location of residence, and a picture of them will be displayed if the incident or activator occurs at that exact address, or within a certain distance of the address. The system should be built so that distance can

be changed as necessary by RTCC personnel. Additionally, BSO Pics should be available to view on a map independently as a base layer, with exact locations gps-mapped.

1.3.1.8 Records Management System (RMS) (currently OSSI) - GPS located. All data will be gps-mapped and shown if it is within a certain distance from an incident or an activator. The system should be built so that distance can be changed as necessary by RTCC personnel. Additionally, all RMS data should be available to view on a map independently as a base layer, with exact locations gps-mapped. RMS data includes:

1.3.1.8.1 Arrests

1.3.1.8.2 Accidents

1.3.1.8.3 Field Interview (FI) Cards

1.3.1.8.4 Incidents

1.3.1.8.5 Citations/Warnings

1.3.1.8.6 Ordinances

1.3.1.8.7 Tow Impounds

1.3.1.9 Shot Spotter - ShotSpotter is an activator. All alerts of gunfire will be gps-mapped. ***Note- BSO does NOT currently use or have ShotSpotter installed, however it may in the very near future.

1.3.1.10 SAFER Watch - SaferWatch is an activator. All incoming alerts must be gps-mapped based off of BOTH the tipsters gps location and the location of the alleged incident.

1.3.1.11 BSO Warrants Database. All warrants must be gps-mapped based on the address of the persons named on the warrant and their picture must be displayed. . All warrants must be gps-mapped and shown if they are within a certain distance from an incident or an activator. The system should be built so that distance can be changed as necessary by RTCC personnel. Additionally, the BSO Warrants Database should be available to view on a map independently as a base layer, with exact locations gps-mapped.

1.3.1.12 RING/Neighbors Video and Info Sharing app. Ring is considered an activator, as well as a standalone layer.

1.3.2 PHASE 2 INPUTS: The ability to deliver Phase 2 inputs within phase 1 should be noted in your proposal.

1.3.2.1 Jail Management System (JMS)

1.3.2.2 CAD History

1.3.2.3 FLIR/CNC Live

1.3.2.4 ESRI layers integrated – Sex Offenders, Probationees, Juvenile Probationees.

1.3.2.5 DJJ Juvenile Records

- 1.3.2.6 DAVID
- 1.3.2.7 Universal/Federated Query via Name or Address or Phone or LPR hit etc., that searches all BSO databases identified within this RLI and gps-maps each incident separately, hence creating a trail of where a person has had law enforcement interactions.
- 1.3.2.8 Link Analysis
- 1.3.2.9 Artificial Intelligence (AI) - the system should be able to learn patterns and alert the BSO users without the users having to ask the system for it. I.e.- a name, address or phone number appears in system 2 separate times within a specified time frame, same call for service appears at the same time at a later date, multiple LPRs pick up 2 or more vehicles driving together within a certain time (suspect and accomplice) the etc.
- 1.3.2.10 Dept of Corrections Offender Name Search
- 1.3.2.11 Odyssey Broward Clerk of Court
- 1.3.2.12 Dept Comm Control/Sex Offenders
- 1.3.2.13 RAPID pawn database
- 1.3.2.14 BSO Fire Rescue RMS
- 1.3.2.15 BSO Fire Rescue Inspections Database
- 1.3.2.16 Facial Recognition (post crime investigation)
- 1.3.2.17 BSO Jail Call system
- 1.3.2.18 BSO AVL/P25
- 1.3.2.19 BSO fixed post and Pole Cams

- 1.4 Vision of Application: Upon activation of the system via some mechanism or activator (CAD entry, Panic button, Shot spotter, SAFERwatch, manual, etc), it is envisioned that the software will alert RTCC and geomap the incident. An activator is something that awakens the system to begin its function; it can be alert based from a computer program or manually based via an entry by a BSO detective. Contemporaneously, the system will show ALL data points within a predefined/scalable area of the incident location (ex. Within ¼ or ½ mile); all hardware within that same area will also be mapped and provide a direct link to access data therein. Call History and Report history for location will also be auto-accessible and any BSOpics data/photos related to the call location should be as well. . It is envisioned the system will be used in the BSO RTCC, but either immediately or in the near future, the system must have the ability to be pulled up on any desktop or laptop or MDT within the county, and even accessible and used on a cell phone type device. The RTCC must also be able to send data from its central location to deputies and officers in the field direct to their MDTs and or cell phone type devices.

2. OBJECTIVES:

The purpose of this RLI is to request proposals from software vendors, and developers for an integrated suite of Real Time Crime Center tools, including links to CAD, video, LPR, records/report management systems, and multiple web based applications. The system will automatically alert users to critical incidents and activate all intelligence and equipment within a definable distance from the call location. The system will also display relevant call history, reports and booking photos related to the call location. Interested parties should respond in accordance with this RLI.

The Broward Sheriff's Office is seeking to enter into an initial five (5) year agreement, with two (2) additional one (1) year options, with a responsive and responsible Proposer as deemed to be in the best interest of the Broward Sheriff's Office, qualified to provide all products and services necessary. It is anticipated that BSO will award all services to one (1) Proposer; however BSO reserves the right to award to more than one vendor.

The specifications set forth herein are for informational purposes and to provide a general description of requirements. Proposers will be responsible for submitting a technical Proposal based upon their program that will meet the goals, objectives and requirements set forth herein.

Awarded Proposer will be responsible to set up, maintain and provide all required services as set forth in this RLI.

- 2.1 Directly ties into CAD, alerting devices and has manual activation capability
- 2.2 Allows for GPS-mapping of "all" data sources
- 2.3 Pulls in and auto populates video surveillance feeds from multiple sources: both public and private, VMS or IP based
- 2.4 Pulls in and auto populates additional technological resources, including LPR, tracking, etc.
- 2.5 Auto populates CAD, CAD history, RMS history and BSO Pics/DAVID subject photos, in addition to other data layers such as ELMO.
- 2.6 Possess the ability to electronically and selectively (individuals and groups) disseminate critical information to road patrol deputies
- 2.7 The Dashboard/Home page should have flexible map similar to most of the popular mapping apps and have ability to toggle between road, satellite view, etc. The program should also have the ability to add and remove layers at user's need. High priority locations (schools, hospitals, jails, etc) will be a standard layer that will auto fill. The program should also have the ability to link interior schematics/maps to incident locations. (Ex. Many VMS have cameras plotted on maps both internal and external and BCSB has provided maps of each school that the cameras have been mapped to.)
- 2.8 Program should allow the ability for user to duplicate or "pop out" sections of activity to move to another screen/monitor and continue use. (Most work stations have two (2) monitors not including the video wall.)
- 2.9 Software should be able to be configured so as to have the ability to integrate with other BSO databases and not require manual uploading or geocoding (wherever possible).

- 2.10 Ability to conduct federated name search, address search, phone search, LPR search, etc across all databases.
- 2.11 Successful Proposers will be required to comply with all governing Public Safety and the BSO Information Technology network security requirements, including cloud based systems.
- 2.12 The Broward County Sheriff's Office (BSO) being a public entity expects successful Proposers to develop the RTCC solution at the most favorable cost to BSO.

3. SCOPE OF SERVICES:

At a minimum the system must:

- 3.1 Have a plan of implementation that may be tiered, including priority deliverables ready in "Phase 1"
- 3.2 Be directly linked to CAD and activate based upon CAD entries (call type or location). Preferred additional activation by key word.
- 3.3 DATA ALERTS/Activation:
 - 3.3.1 Manual Activation
 - 3.3.2 Dispatch - Call Signal/Type
 - 3.3.3 Dispatch - Location Driven
 - 3.3.4 Name Driven (Person of interest/Priority)
 - 3.3.5 Key word
 - 3.3.6 Panic Button
 - 3.3.7 Alert Systems (ex. SAFERWatch)
 - 3.3.8 Ability to GeoMap all inputs
 - 3.3.9 Ability to Push/Disseminate data, photo, video stills, video clips, etc to field (be it laptop, tablet, app...)
 - 3.3.10 Ability to communicate/message with other users.
 - 3.3.11 Ability to support multiple incidence at one time.
 - 3.3.12 Ability to provide real time data for multiple mobile elements at same time: AVL, ELMO, P25, etc.
 - 3.3.13 Ability to access elements of software via web or app (i.e. deputy accessible) exceptions for video, ELMO, and other password/permission based.
 - 3.3.14 CJIS compliant
 - 3.3.15 Able to track user access/activity; limit access/permissions based tiers
 - 3.3.16 Ability to conduct single point searches of name, location
 - 3.3.17 Able to create record of activity/usage; stats; supervisor mode
 - 3.3.18 Possess the ability to electronically and selectively disseminate critical information to patrol
 - 3.3.19 The Dashboard/Home page should have flexible map similar to most of the popular mapping apps and have ability to toggle between road, satellite view, etc.
 - 3.3.20 The program should also have the ability to add and remove layers as users need. High priority locations (schools, hospitals, jails, etc) will be a standard layer that will auto fill.

- 3.3.21 The program should also have the ability to link interior schematics/maps to incident locations. (Ex. Many VMS have cameras plotted on maps both internal and external and BCSB has provided maps of each school that the cameras have been mapped to.)
- 3.3.22 Program should allow the ability for user to duplicate or “pop out” sections of activity to move to another screen/monitor and continue use. (Most work stations have two (2) monitors not including the video wall.)
- 3.3.23 Software should be able to be configured so as to have the ability to integrate with other BSO databases and not require manual uploading or geocoding (wherever possible).
- 3.3.24 Hardware Agnostic: The system must be able to link to multiple VMS, LPR and other hardware systems. Links may be tiered based upon levels of control/access as well as cost. As BSO has comparatively few of our own cameras, the ability to absorb outside cameras and camera systems is critical, particularly to have a low cost point of entry even if that “initially” only allows viewing without control or recording.
- 3.3.25 Contractor’s focus should be in the area of integration while minimizing customization through the Real Time Crime Center application solution implementation.
- 3.3.26 Proposals should provide the number of months estimated to complete each phase of the project in their Draft Project timeline
- 3.3.27 Proposal should include an outlined approach of each phase for the implementation, as well as step by step documentation for the implementation
- 3.3.28 Proposals should provide the number of your company’s resources estimated to complete each phase of the implementation, including the number of months resources will work on-site.
- 3.3.29 Your company’s resources shall participate in testing and issue resolution
- 3.3.30 Post implementation plan shall include all necessary on-site support such as issue resolution and assistance with any additional patches for up to 60 days after go-live. However, ongoing support and patches will be provided as long as annual maintenance and support is covered.
- 3.3.31 BSO expects that “Phase 1” deliverables be functioning and reliable within 6 months of execution of an agreement, with items 1.3.1.1 (CAD), 1.3.1.3 (Video), and 1.3.1.5 (LPR), complete within 10 weeks of execution. BSO expects that “Phase 2” deliverables be functioning and reliable within 13 months of execution of agreement. BSO reserves the right, based on the Proposer’s pricing and time frame, to not include certain items in Phase 1 or Phase 2, all of which will be told to the selected vendor prior to finalizing a contract.
- 3.3.32 Training – Vendor will provide training to RTCC staff to ensure functional usage of the system. Such training shall be in person at the outset, with electronic and video learning acceptable for updates. Significant alterations to the software should also merit in person retraining.

- 3.3.33 Customer Support/maintenance – Vendor should have a well-defined program of customer support, including 24/7 support. Vendor will also maintain system security via appropriate and timely updates. Due to the critical nature of the software, significant system failures are expected to be immediately addressed and rectified in a timely manner.
- 3.3.34 Vendor will provide names and resumes of the team working on project and physically coming to Broward to install software in BSO RTCC. This is required to be done with initial proposal and prior to BSO selecting the winning vendor. Resumes must include overall work experience, as well as specific experience related to integration into Real Time Crime Centers and CAD. Background checks will be performed on the vendor's team. BSO has the right of last refusal for any person the vendor assigns to this project, in which case the vendor must identify alternate workers.
- 3.3.35 Proposals should clearly delineate what infrastructure is required of BSO RTCC to make the system function, i.e. hardware, servers, storage, network, staffing, etc.

4. REQUIREMENTS OF THE RLI:

Failure to meet the following requirements listed in this Section may result in removing your Proposal from consideration. Any documents/information requested anywhere in this solicitation should be included in the Proposal and labeled as indicated in this Section 4, as requested in the Submittal Form, or as indicated in the Proposal Questions. Documentation which is not included with Proposal must be received within five (5) working days of request by BSO unless otherwise extended in writing by BSO at its discretion.

- 4.1 Proposer should acknowledge if Proposer and/or Subcontractor(s) are presently negotiating a sale, acquisition or merger, which would alter the Proposer's structure as stated in this section. This information should be uploaded to BidSync when submitting your proposal and labeled as **Exhibit 4.1**
- 4.2 Legally authorized to do Business in the State of Florida: Proposer should provide documentation that the Proposer is legally authorized to do business in the State of Florida, or, alternatively, will obtain a certificate to conduct business in the State of Florida prior to contract execution. (See <http://www.sunbiz.org/>). This documentation should be uploaded to BidSync when submitting your proposal and labeled as **Exhibit 4.2**.
- 4.3 Laws, Ordinances, Regulations: Awarded Proposer(s) must comply with all Federal, State and Local laws, ordinances for work required for services listed in this Solicitation.
- 4.4 Questionnaire: Proposer should answer all questions and provide as much information as possible in a concise manner. If your responses exceed the maximum characters accepted on the Questionnaire, attach separate document to your proposal titled "Supplemental Responses". List the question number, restate the question, and

provide the supplemental information and/or detailed response. Clarification to any of the questions must be submitted as a question through BidSync before the Q & A deadline.

4.5 Financial Stability: Proposers will be stable and financially solvent.

Proposer should include documentation of financial stability, including Proposer's most recent three (3) years of Financial Statements or filed tax returns. Financial Statements are a Compilation, Review or Audit Report from a Certified Public Accountant and include, at a minimum, a balance sheet and statement of operations. Tax returns, if submitted, must also include this minimum data. The financial documentation submitted must include a classified balance sheet which shows the components of current assets and current liabilities and a statement of operations showing net income after interest, taxes, depreciation and amortization. This documentation should be uploaded to BidSync when submitting your proposal and labeled as **Exhibit 4.5**. If not included in your Proposal, Proposer must submit these documents within five (5) working days upon request by Broward Sheriff's Office.

4.6 Company Background and Qualifications:

Provide a complete response to this section 4.6 Company Background and Qualifications. Please note that you do not need to restate anything specifically requested to be uploaded as Exhibit's in the subsections below.

4.6.1 Proposals will be considered only from Proposers who can demonstrate to the Broward County Sheriff's Office a professional ability to perform the type of work specified within the Request for Proposal.

4.6.2 Proposer agrees to perform its duties and obligations in accordance with all applicable federal, state, and local statutes, laws, ordinances, regulations, rules, and codes during the term of contract.

4.6.3 Proposer should be actively engaged for a period of three (3) years or longer in providing similar scope of services and demonstrate experience in required services. Your response should be uploaded to BidSync when submitting your proposal and labeled as **Exhibit 4.6.3**.

4.6.4 Proposers shall have a track record of providing quality, reliable services with a high level of performance while maintaining cost efficiencies. Must have satisfactorily performed similar services for similar scope of services. Must be completely knowledgeable in all aspects of work required for services listed in this Solicitation. A Client List should be included with your Proposal and labeled as **Exhibit 4.6.4**. Awarded Proposer will ensure all industry standards are adhered to.

4.6.5 Staff Qualifications:

Describe in detail how Proposer's staff meet the Staff Requirements indicated in **4.6.4**. Your response should be uploaded to BidSync when submitting your proposal and labeled as **Exhibit 4.6.5**.

4.6.5.1 All staff assigned to this contract are to be trained in accordance with industry guidelines. Indicate how your company will accomplish this. Your response should be uploaded to BidSync when submitting your proposal and labelled as **Exhibit 4.6.5.1**.

4.6.5.2 All staff assigned to this contract will perform all services to the utmost professional standards.

4.6.5.3 Proposers are to submit copies of resumes and certifications of staffing that will be assigned to this contract. BSO reserves the right to conduct an independent background investigation in accordance with BSO requirements and at BSO's expense. Your response should be uploaded to BidSync when submitting your proposal and labeled as **Exhibit 4.6.5.3**.

4.6.5.4 Proposer is to submit a staffing plan with FTEs including Supervisor in charge of each facility. Employees of the Awarded Proposer(s) will be trained in customer service, confidentiality, and ethics. Proposer should state how Proposer intends its employees will be trained in customer service, confidentiality, and ethics. Your response should be uploaded to BidSync when submitting your proposal and labeled as **Exhibit 4.6.5.4**.

5. COST PROPOSAL/PRICING:

5.1 Awarded vendor will be responsible for all insurance(s), taxes, etc. In addition to Section 1.13 of the General Terms and Conditions, the below insurance is required.

5.1.1 Technology Professional Liability Errors and Omissions Insurance appropriate to the Vendor's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Vendor.

c. The Insurance obligations under this agreement shall be the greater of 1— all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

5.2 The Broward Sheriff's Office will not be responsible for any reimbursable, i.e. travel costs, etc. and should take this into consideration when considering total pricing.

5.3 Performance & Payment Bonds: Awarded Proposer shall provide to BSO a One Hundred Percent (100%) common law performance bond and a 100% statutory payment bond, in a form substantially similar and containing all the provisions. These bond forms are subject to BSO's Risk Management Division, executed by a surety insurer registered to do business in the State of Florida, and must guarantee the faithful performance of this Project.

5.4 Proposers are requested to include in your Proposal: An Excel spreadsheet breaking down all costs by line item, including but not limited to the following: See Sections 1.3.1 and 1.3.2 for actual list of Phase 1 and 2 deliverables. Additionally, Proposers should include out-year costs of services per annum, and warranty pricing. **Total cost on spreadsheet must match total pricing inserted in BidSync.**

Phase 1 and Phase 2 cost breakdown on "EACH" deliverable individually, including:

- Link to CAD (Mandatory Phase 1)
- Link to VMS/IP cameras – Avigilon, Ocularis,
- TEI VPS (Mandatory Phase 1)
- Link to ELMO
- Link to BSOPics
- Link to Records Management System
- Link to LPR
- Link to existing ESRI layers
- Link to ShotSpotter
- Link to SAFER Watch
- Link to BSO Warrants Database
- Link to RING
- Link to other IP/URL based applications
- License(s)

Storage Costs
 Source Code Escrow
 Installation/Implementation/Deployment
 Training
 Customer Support/maintenance
 Updates
 Hardware/Software
 Labor

5.5 Delivery/Completion: Proposers should provide estimated start date and completion date for services, including number of calendar days for completion of services (delivery to acceptance).

5.6 Milestone payment schedule is preferred. Below is an example of a suggested schedule, however could be adjusted due to Phases.

Contract Sign-Off – x% **(15%)**
 Discovery, Analysis, Development – x% **(20%)**
 Testing - x% **(20%)**
 Unit Testing
 Pre-Production Testing
 User Acceptance Testing (UAT)
 UAT Sign-Off
 Implementation – x% **(25%)**
 Validate Production and Sign-Off
 Go-Live
 Final Acceptance – x% **(20%)**
 Post implementation Support
 Knowledge Transfer and Documentation
 Project Review or Lessons Learned

6. **RESPONSIBILITIES OF PROPOSER:** The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposers shall be responsible to submit technical submittal based upon their program that will meet the goals, objectives and requirements set forth herein.

PROPOSAL QUESTIONNAIRE
RLI # 19053JLS – Base Layer Integrating Software for Real Time Crime Center
See RLI Section 4.4

Please note that BidSync limits the amount of characters in your response. We recommend Proposers respond in as concise a manner as possible. If your response exceeds the maximum number of characters accepted, attach a separate document titled Supplemental Responses. List the question number, restate the question, and provide the supplemental information and/or detailed response.

Additional items uploaded should refer to the corresponding number within the Questionnaire.

	QUESTION	RESPONSE
1.	List the Hardware, Software, and Network IT infrastructure requirements not included with your proposed system, that would be needed for BSO to ensure this system is fully functional.	5 6
2.	Understanding the need to integrate with multiple data sources, Please share your experience successfully integrating multiple data sources in other successful RTCC (or similar) implementations).	5 6
3.	What is the largest Real Time Crime Center your company has implemented Public and/or Private?	5 6
4.	For any of the requirements listed in the scope of services that you are not able meet or provide as stated, indicate each such requirement not met and how your system will meet BSO's need.	5 6
5.	What kind of warranty plan is provided with your system?	5

6.	Please provide a Maintenance Hardware and Software Support plan? Please provide what is covered initially for how long and what the re-occurring costs would be for future years.	
7.	Please provide any License(s) information regarding your system. Including what is covered initially and what the re-occurring costs would be for future years. Also what additional license(s) would cost	
8.	Does your company offer the ability to defer payments or finance?	
9.	Please provide estimated timeframes of completing integrations for Phase 1 and Phase 2, if possible.	
10.	Please provide information of your experience successfully integrating CAD in other successful RTCC (or similar) implementations.	

**PROPOSAL ACKNOWLEDGEMENT FORM**

RLI # 19053JLS

BASE LAYER INTEGRATION SOFTWARE PLATFORM FOR OUR REAL TIME CRIME CENTER

Proposer does declare that no persons other than the Proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud. Proposer further declares that the specifications have been carefully examined and the Proposer is thoroughly familiar with its provisions and with the quality, type and grade of required materials. Proposer certifies that any exceptions to the solicitation specifications are noted in the exceptions section below. Proposer also understands that any exceptions presented after the award, may be cause for cancellation of award.

Proposer acknowledges that Proposer has given the Purchasing Agent written notice of all conflicts, errors, or discrepancies that it has discovered in the Sample Agreement, and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Proposer.

Subject to deviations stated below, Proposer accepts the terms, conditions, mandates, and other provisions of BSO General Terms and Conditions (See sample agreement attachment), and Specifications/Scope of Work, and any and all Addenda issued. Said documents being the strict basis upon which the said Proposer makes this proposal.

EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY BSO.

The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions, the Special Conditions and the Technical Specifications upon which this Proposal is based, to wit:

Price(s) is to include the provision of all services, labor, materials, equipment, Insurance, licenses, and applicable taxes necessary for completion of the work. The methodology used in determining these prices should be included in the proposal. However, if methodology is not included with the proposal, it must be received within three (3) calendar days of request by Purchasing Bureau.

The undersigned further declares and proposes to furnish the services called for within the specified time in this proposal, except as noted in the exception section for the submitted price, to wit:

The below identified and signed authorized officer of the company, proposes the pricing information submitted in Bidsync for required Services.

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND TWENTY (120) DAYS FROM DATE SOLICITATION IS DUE. IF AWARDED A PURCHASE ORDER OR CONTRACT AS A RESULT OF THIS SOLICITATION, BIDDER FURTHER AGREES THAT PRICES QUOTED SHALL REMAIN FIXED AND FIRM FOR THE TERM OF THE CONTRACT.

Legal Company Name:

Electronic Signature

Bidder's Authorized Representative's Name: Representative's Title:

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE BROWARD SHERIFF'S OFFICE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



GENERAL TERMS AND CONDITIONS
RLI # 19053JLS
BASE LAYER INTEGRATION SOFTWARE PLATFORM FOR OUR
REAL TIME CRIME CENTER

Pursuant to the Broward Sheriff's Office Procurement Standard Operating Procedures, the Broward Sheriff's Office invites qualified Proposers to submit Letters of Interest and Statements of Qualifications and Experience for consideration to provide services on the following project:

BASE LAYER INTEGRATION SOFTWARE PLATFORM FOR OUR
REAL TIME CRIME CENTER

SECTION ONE – GENERAL

- 1.1. Proposals must be submitted electronically at www.BidSync.com on or before the specified time and date on the bid document.
- 1.2. The vendor must provide their pricing, if applicable, through the designated line items listed on the BidSync website and complete and/or upload all the required documents included in the solicitation.
- 1.3. BidSync will not allow vendors to respond after the closing of the bid as specified. Late bids will not be accepted.
- 1.4. COST OF PREPARING/SUBMITTING RLI/ORAL PRESENTATION, ETC.: All cost(s) related to the preparation and submission of the RLI and oral presentations shall be borne by the Proposer.
- 1.5. CONFIDENTIAL & PROPRIETARY: Broward Sheriff's Office is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the RLI will be honored unless a specific exemption from the Public Records Law exists and the **specific statutory exemption cited in your Proposal**. An incorrectly claimed exemption does not disqualify the Proposer, only the exemption claimed.

Proposers should be aware that submitting confidential material may impact discussion of your submittal by the Selection Committee (S-C) and/or Technical Committee (T-C) as the Committee(s) will be unable to discuss details of the confidential material at public S-C meeting(s). Please note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

Any documents considered by Proposer to be confidential or proprietary under Florida Statute must be marked accordingly and submitted separately. BSO will not be responsible for delineating documents considered by Proposer to be confidential or proprietary.

Any claim of confidentiality on materials that Proposer asserts to be exempt and placed elsewhere in the Proposal will be considered waived by the vendor upon submission.

1.6 PUBLIC RECORD: Pursuant to Florida law (including specifically but not limited to Section 119.0701, Florida Statutes), the CONTRACTOR must comply with all applicable public records law. Specifically, the CONTRACTOR shall:

- (a) Keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement.
- (b) Upon request from SHERIFF, SHERIFF's designee or SHERIFF'S custodian of public records, provide SHERIFF or designee with a copy of the requested records or allow the records to be inspected or copied, at SHERIFF or designee's sole option, within a reasonable time at no cost to SHERIFF.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to SHERIFF.
- (d) Upon completion of the contract, transfer, at no cost, to SHERIFF all public records in possession of CONTRACTOR or keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement, at SHERIFF's sole option. If the CONTRACTOR transfers all public records to SHERIFF upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.
- (e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to SHERIFF, upon request from the SHERIFF, or SHERIFF's designee or SHERIFF'S custodian of records, designee, in a format that is compatible with the information technology systems of SHERIFF.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall promptly forward the same to SHERIFF for SHERIFF'S records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.

- 1.7 AGREEMENT PROVISIONS: Proposer agrees that any and all agreements resulting from this process will be governed by the laws of the State of Florida, and the venue for any legal action will be Broward County, Florida. Proposers shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the life of the contract.
- 1.8 ASSIGNMENT: Proposer may not assign its rights and/or obligations without the prior written approval of the SHERIFF which may not be unreasonably withheld.
- 1.9 SUBCONTRACTORS/INDEPENDENT CONTRACTORS: Proposer may utilize sub-contractors or independent contractors to fulfill the terms of any resulting agreement provided:
 - 1.9.1 Written approval by BSO, and
 - 1.9.2. Proposer remains liable for the acts of any subcontractors or independent contractors, and
 - 1.9.3. Proposer indemnifies and defends the Broward Sheriff's Office from the acts or omissions of any subcontractor or independent contractor.
 - 1.9.4. Insurance limits and requirements will be the same for any and all subcontractors as is defined in this RLI for Proposers unless otherwise agreed in writing by BSO.
- 1.10 COMMUNITY BETTERMENT: The Broward Sheriff's Office is committed to increasing participation of small businesses in Broward County projects as both prime contractors and subcontractors and to spurring economic development and stimulate small business growth through its partnership with Broward County. Proposers are encouraged to partner with the Broward Sheriff's Office in reinvestment efforts in the local community by obtaining certification as a County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE) from Broward County.
- 1.11. NON-DISCRIMINATION: Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Proposer, its successors, transferees, and assignees for the period during which services are provided. The Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.
- 1.12. AGENT/BROKERS: The Broward Sheriff's Office expects to deal directly with representatives of the Proposer submitting and signing the RLI proposal, and having authority to bind the Proposer.

- 1.13 **INSURANCE:** Throughout the term of this agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect the insurance coverage set forth in this article.

All Insurance Policies shall be issued by companies that (A) are authorized to transact business in the State of Florida, (B) have agents upon whom service of process may be made in Broward County, Florida, and (C) have a Best's rating of A-VI or better.

All Insurance Policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO; the Sheriff; Broward County; and the Board of Commissioners of Broward County, and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.

If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed agreement to BSO and if not submitted with the executed agreement, in no event exceed three (3) calendar days after request to submit certificate of insurance, the Contractor shall be in default, and the Agreement shall be rescinded. Under such circumstances, the Contractor may be prohibited from submitting future solicitations to BSO.

Contractor shall carry the following minimum types of Insurance when services are being provided, installation/labor are being provided and any instance where your firm will be on BSO premises (Commercial General Liability is to be carried by all Contractors):

- 1.13.1 **Commercial General Liability:** Contractor shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

1.13.2 Workers' Compensation: CONTRACTOR shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each disease, and \$500,000 for aggregate disease. Polici(es) must be endorsed with waiver of subrogation against BSO and Broward County.

1.13.3 Business Automobile Liability Insurance: CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.

1.13.4 Umbrella or Excess Liability Insurance: CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

1.13.5 In addition to insurance requirements listed above, this project may require Builder's Risk as a condition precedent to the issuance of any Notice to Proceed, or commencement of any construction. Awarded party shall provide "All Risk" Completed Value from coverage with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils, except wind and flood.

1.14 INDEMNIFICATION:

Contractor shall indemnify, hold harmless and defend the SHERIFF, his officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorney's fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of CONTRACTOR or its Staff. The SHERIFF reserves the right to select defense counsel.

Nothing in the resulting Agreement is intended nor shall it be construed or interpreted to waive or modify the SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended from time to time.

The above indemnification provisions shall survive the expiration or termination of the Agreement.

PLEASE NOTE: Additional Insurance Requirements may be required by BSO's Risk Management and if so will be incorporated into the terms and conditions of the Agreement.

1.15 RIGHT TO SEEK SUBSTITUTE PERFORMANCE:

If the Vendor/Contractor, or its sub-contractors (if any), defaults or neglects to carry out the work in accordance with the solicitation and/or Contract Documents and fails within a ten (10) day period after receipt of written notice from the Broward Sheriff's Office to commence and continue correction of such default or neglect with diligence and promptness, the Broward Sheriff's Office may, without prejudice to other remedies the Broward Sheriff's Office may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Vendor/Contractor the reasonable cost of correcting such deficiencies, including the Broward Sheriff's Office's expenses and compensation for any additional services, made necessary by such default, neglect or failure. Notwithstanding the foregoing or any other provision within the solicitation and/or Contract Document to the contrary, the Broward Sheriff's Office has a right to claim an anticipatory breach of the contract by Vendor/Contractor and can demand assurance of performance at any time and if said assurance of performance from Vendor/Contractor is inadequate, the Broward Sheriff's Office at its sole discretion may immediately impose the remedy of substitute performance described herein without tendering any further notices to Vendor/Contractor.

Any and all subcontractors utilized are subject to the same background checks and other requirements as the employees of the Awarded Proposer.

- 1.16 Deficiencies in performance based on Awarded Proposer's failure to maintain required services will result in liquidated damages.

1.17 AUDIT

SHERIFF shall have the right to audit the books, records, and accounts of Awarded Proposer that are related to resulting Agreement. Awarded Proposer shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of SHERIFF shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, Awarded Proposer shall make same available at no cost to SHERIFF in written form. SHERIFF'S reasonable expenses and professional fees incurred by SHERIFF related to such an audit shall be reimbursed by Awarded Proposer if said audit reflects a variance in payments due SHERIFF that is deficient greater than 5% of the sums due SHERIFF under this Agreement.

Awarded Proposer shall preserve and make available, at reasonable times for examination and audit by SHERIFF, all financial records, supporting documents, statistical records, and any other documents pertinent to resulting Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by SHERIFF to be applicable to Awarded Proposer's records, Awarded Proposer shall comply with all requirements thereof; however, no confidentiality or non-disclosure

requirement of either federal or state law shall be violated by Awarded Proposer. Any material entry that is incomplete or incorrect in such books, records, and accounts shall be a basis for SHERIFF's disallowance and recovery of any payment upon such entry.

- 1.18. Scrutinized Company Policies and Procedures: A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million Dollars (\$1,000,000.00) or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

1.18.1 is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;

1.18.2 is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

1.18.3 is engaged in business operations in Cuba or Syria

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of One Million Dollars (\$1,000,000.00) or more, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

- 1.19. Federal System for Award Management (SAM) database: For formal solicitations where funding, in whole or in part, is through a federal grant:

1.19.1 By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

1.19.2 The offeror should provide in its response the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used to verify that the offeror is registered in the SAM database.

1.19.3 No award will be made to an offeror listed on the SAM Excluded list.

- 1.20 Test Period: The following Test Period provisions apply to all RLIs. In the event the RLI is for the procurement of both service(s) and product(s), the service(s) and product(s) offered by Vendor must **both** be accepted by the Broward Sheriff's Office (BSO.)

Test Period - Services

BSO reserves the right to require a test period to determine if the Vendor can perform services in accordance with the requirements of the RLI, and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified

in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO's decision to continue with the Vendor or to select another Vendor (if applicable).

Test Period - Product

If the Vendor is offering an equivalent product, BSO reserves the right to require a test period to determine if the product meets the requirements of the RLI specifications and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO to continue with the Vendor or to select another Vendor (if applicable).

SECTION TWO **RLI PROCEDURES**

- 2.1 **SELECTION/NEGOTIATION PROCESS**: It is anticipated, but not required, that the RLI process will proceed in the following manner: A Selection Committee (SC) will be responsible for recommending the most qualified Proposer(s) with whom to begin negotiation of an agreement(s) for this project or to recommend rejection of all proposals or portions of proposal(s). Technical staff participation serves purely in an information gathering capacity unless additional authority is delegated by the SC.
- 2.2 **CONE OF SILENCE**: This project is under a "Cone of Silence" starting with the issue date of this RLI through contract signing. Any violation of this provision may result in the associated Proposer being removed from consideration at BSO's sole discretion. A complete definition of the **Cone of Silence** is found on the website at: <http://www.sheriff.org> (Use search box in Upper Right of Screen and type in Lobbyist) - click on **Lobbyist Policy**.
- 2.3. **ACKNOWLEDGEMENT/REQUEST FOR INFORMATION AND/OR CLARIFICATION (S)**:
 - 2.3.1. If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. BSO requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at www.BidSync.com. Such request must be received by the Question Deadline stated on BidSync.com. Questions received after the Question Deadline may not be answered. Interpretations or clarifications in response to such questions

will be issued via BidSync. No change(s) or interpretation(s) shall be considered binding unless provided in writing in the form of an Addendum or in the "Ask a Question" section.

2.3.2. At its sole discretion, BSO may answer such inquiries by means of the "Ask a Question" tab or an addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be posted on BidSync. If any addendum is issued it shall be the responsibility of each Proposer, prior to submitting their response, to visit BidSync.com to determine if addenda were issued and to make such addenda a part of their proposal.

2.3.3. **Addenda Acknowledgement:** The Proposer shall be required to acknowledge receipt of any formal addenda by electronic acceptance thru BidSync. Failure to accept a formal addendum in its Proposal shall deem it non-responsive; provided, however, that BSO may waive this requirement in its best interest.

2.4. **ADDENDA:** In the event that an inquiry is made by potential Proposer(s) in which the explanation requires substantial change to the solicitation, a formal Addendum will be issued which will require acknowledgment by Proposer through BidSync.

2.5. **MANDATORY/NON-MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT REQUIREMENTS:** See Pre-Bid section in BidSync and Comments section in BidSync for Mandatory/Non-Mandatory Pre-Proposal meeting and Site Visit requirements.

2.6. **REVIEW OF PROPOSALS:** Each Proposer should submit documents that provide evidence of capability to provide the services required for this project. The Selection Committee, at its sole discretion will determine the responsiveness of a Proposal. Any non-responsive Proposal will be eliminated from further consideration. BSO reserves the right to accept or reject any or all Proposals, and/or waive irregularities and technicalities. BSO further reserves the right to take any other action that may be necessary or in the best interest of BSO; in proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the RLI. BSO further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposals, which in its judgment, best serves BSO. BSO further reserves the right to cancel this RLI and re-solicit if determined to be in its' best interest. BSO's decision(s) in dispute resolution (s) will be final.

2.6.1 BSO, in its sole discretion, may shortlist and request oral presentations from each of the shortlisted Proposers. If presentations/interviews are deemed necessary by the SC, each short listed Proposer will be contacted to advise of the date and time for presentations/interviews. Proposers are cautioned that their submittal should be as complete as possible in the event that oral interviews are deemed not necessary.

2.6.2 Proposers are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to BSO. The Broward Sheriff's Office will not consider oral/written communications after the due date of the RLI, except as otherwise set forth within this solicitation.

2.6.3 **PRESENTATIONS/INTERVIEWS:** The SC may provide a list of subject matters

that must be discussed in the Proposer's presentation. Each short listed Proposer will be given equal time to make presentations, but the question-and-answer time may vary. In accordance with Florida Statute 286.0113, vendors' oral Presentations are exempt from public meetings requirements. Protecting such meetings ensures that the process of responding to a competitive solicitation remains fair and equitable for vendors. The recommendation to begin negotiations with the selected Proposer will be made by the SC and submitted for approval to the appropriate BSO authorities. Selection of Proposer(s) is contingent upon the parties negotiating and executing a mutually acceptable agreement.

2.7. AWARD:

2.7.1 At BSO's sole discretion, BSO will award this RLI to the Proposer(s) that BSO determines is most qualified to perform the work.

2.7.2 Special conditions and scope of subsequent agreement(s) may vary as best serves BSO.

2.7.3 BSO reserves the right at BSO's sole discretion to waive irregularities and technicalities, postpone, accept or reject any and all proposals in whole or in part, and to cancel this RLI and re-solicit as is in BSO's best interest.

2.7.4 Withdrawal of Proposal: Any proposal may be withdrawn up until the solicitation closing date and time. Any proposals not withdrawn prior to closing date and time shall constitute an irrevocable offer for a period of 120 calendar days from the solicitation opening date. Proposers are cautioned to examine all terms, conditions, specifications, addenda, delivery instructions and other conditions pertaining to this solicitation. Failure of the Proposer to examine all pertinent documents shall not entitle Proposer to any relief from the conditions imposed in the RLI.

2.7.5 Open-End Contract:

2.7.5.1 No guarantee is express or implied as to the total quantity of units to be purchased under any open-end contract. Estimated quantities will be used for bid comparison purposes only. BSO reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, any combination of the preceding.

2.7.5.2 Ordering: BSO reserves the right to purchase units specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, BSO reserves the right to claim such delivery from others without penalty or prejudice to BSO or to the Bidder.

2.8 BSO reserves the right to extend the same or similar services/products offered by Awarded Proposer to other BSO departments, without the need to issue a formal solicitation at the discretion of BSO Purchasing Bureau Director.

2.9 Solicitation/Award Protest Procedure: BSO's Protest Procedure is located on our website: <http://www.sheriff.org> , (Use search box in Upper Right of Screen and type in

Protest - click on **Protest Procedure**).



SUBMITTAL SECTION
RLI # 19053JLS
BASE LAYER INTEGRATION SOFTWARE PLATFORM FOR OUR REAL TIME CRIME CENTER

1. **COMPANY PROFILE:** Proposal should clearly indicate the legal name, address and telephone number of the Proposer, together with legal entity (corporation, partnership, individual). Payment will be made to company name shown only. The undersigned authorized representative agrees to terms and conditions of this Solicitation.

Legal Company Name	Indicate if Corporation, Partnership Or Individual submitting Proposal
Company Street Address	Electronic Signature Name of Officer Submitting Proposal
City, State, Zip Code	Title of Officer Submitting Proposal
Federal ID Number	E-Mail Address of Officer Submitting Proposal
Telephone Number	Cell # of Officer Submitting Proposal
FAX Number	

A. If the Proposer is a corporation, answer the following:

1. Date of Incorporation:
2. State of Incorporation:
3. President's Name:
4. Vice President's Name:
5. Secretary's Name:
6. Treasurer's Name:
7. Name and Address of Resident Agent:

B. If Proposer is a partnership, answer the following:

1. Date of Organization:
2. Name, address and ownership of all partners:
3. State whether a general or limited partnership:

C. If Proposer an individual or other than a corporation or partnership, describe the organization and give the name and address of principals:

D. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statute (attach any documents, if necessary):

E. Under what other former names has your organization operated?

F. If the Proposer name in BidSync is different than the Legal Company Name listed above, please explain why they are different.

G. SALE, ACQUISITION OR MERGER:

- i. Is Proposer and/or Subcontractor(s) presently negotiating a sale, acquisition or merger?
Yes ☐ No ☐
- ii. If yes, does this alter the Proposer's structure as stated in your response to this Solicitation?
Yes ☐ No ☐

If Yes, please explain:

--

2. **CONFLICT OF INTEREST** For purposes of determining any possible conflict of interest, all Proposers must disclose if any BSO employee or family member(s) is also an owner, corporate officer, or employee of the business.

Indicate either "yes" (A BSO employee or family member(s) is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes ☐ Name(s) and Position(s) | _____

No ☐

3. **BROWARD COUNTY OCCUPATIONAL LICENSE # AND AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA:**

3.1 A copy of Proposer's Broward County Occupational License (if Broward County Firm) should be included in Proposal

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Broward County Tax Receipt # Expiration Date

Does your firm have a Broward County Occupational License?

Yes ☐ No ☐

If yes, label and attach file as "**Submittal Document 3.1**". Also, have you included a copy of your license in the proposal and attached as "**Submittal Document 3.1**"?

Yes ☐ No ☐

- 3.2 Evidence that Proposer is authorized to do business in the State of Florida should be included in Proposal. (State of FL. Div. of Corporations Document must be the same as #1. Company Profile – Legal Compa Name).

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State of FL, Div. of Corporations Document # Date Filed (most recent)

Is your firm licensed to do business in the State of Florida?

Yes ☐ No ☐

If yes, label and attach file as "**Submittal Document 3.2**". Also, have you included a copy of your license in the proposal and attached as "**Submittal Document 3.2**"?

Yes ☐ No ☐

- 3.3 List other Licenses, include copy with Proposal and label as "**Submittal Document 3.3**".

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- (b) *Team Organization Chart* – A graphic representation of the team members that will be assigned to the service/project. The chart should show the level of organizational responsibility for the key personnel that the firm will assign to the project.
Label file as "**Submittal Document 7.6. (b)**" and upload into BidSync.
- (c) *Addresses* – The address of the office in which each key person currently works.
Label file as "**Submittal Document 7.6. (c)**" and upload into BidSync.
- (d) *Prior Work Experience* – Each submittal should include a description of no less than three (3) services/projects similar in type and scope to the project described in this solicitation. The projects described in the submittal should have been undertaken by the responding firm within the previous five (5) years.
Label file as "**Submittal Document 7.6. (d)**" and upload into BidSync.
- 7.7 Proposal should include a minimum of three (3) letters of references (see Submittal Document 7.7 Reference Form which should be printed for this purpose.) Proposer certifies that the services provided in the three (3) references by Proposer is similar to the services and requirements listed in Section 3.7 of the Scope of Services. Reference checks may be performed as a method of verifying prior performance. Other verification methods may be utilized.

After having the three (3) references complete and sign Submittal Document 7.7 Reference Form, upload all three together into BidSync and label as "**Submittal Document 7.7.**"

Under Section 7, indicate whether you have attached the following files in your proposal and uploaded into BidSync:

Submittal Document 7.4	Yes ☐	No ☐
Submittal Document 7.5	Yes ☐	No ☐
Submittal Document 7.6. (a)	Yes ☐	No ☐
Submittal Document 7.6. (b)	Yes ☐	No ☐
Submittal Document 7.6. (c)	Yes ☐	No ☐
Submittal Document 7.6. (d)	Yes ☐	No ☐
Submittal Document 7.7	Yes ☐	No ☐

SUBMITTAL SECTION 7.7**REFERENCE FORM****REFERENCE FORM - To be completed by Proposer's Client, not the Proposer****PROPOSER'S COMPANY NAME:** _____**Name of Reference Agency:** _____

Address of Reference: _____

Contact Information of Reference: _____
Phone # _____ E-Mail Address _____

1. Reference Company a. Type of Business _____
 b. Estimated # of employees _____

2. Contract term - begin/end dates that Proposer has provided Services to you.
(If there were any breaks in services, please state reason and duration of the break): _____

3. Is Proposer still providing services to your agency? If not, please elaborate: _____

4. Is your agency satisfied with the level of service and staffing provided by Proposer? Please elaborate. _____

5. When a problem is encountered is the Proposer responsive to your Agency's concerns? ____

What is response time for addressing concerns? _____

6. Would you recommend Proposer for Services for BSO? _____

7. Please share any information that may be helpful through your experience with your agency's experience regarding the services provided by the Proposer.

Name & Signature of Agency Representative_____
Title_____
Date

[illegible]



AFFIDAVIT

RLI # 19053JLS

BASE LAYER INTEGRATION SOFTWARE PLATFORM FOR OUR REAL TIME CRIME CENTER

The undersigned Proposer hereby certifies that the information provided below is accurate. Indicate which paragraph applies by affixing your initials next to paragraph 1 or paragraph 2.

1. None of the Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending.

OR

2. The following Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending. Note: Further documentation may be required. Attach a supplemental sheet if needed and also have the additional sheet notarized.

1.

Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

2.

Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

It is the successful Proposer's responsibility to notify BSO during the term of the contract if additional names need to be added to the above affidavit due to conviction of a felony or have criminal action pending. Verbal notification is required within 24 hours and written notification is required within ten (10) BSO workdays. The notice shall include name and the position title of the employee and duties performed.

Successful Proposer must maintain an environment that is safe and will not be harmful to the public or to BSO employees.

(Company Name)

Electronic Signature (Print Name)



Confidentiality Agreement

RLI # 19053JLS

BASE LAYER INTEGRATION SOFTWARE PLATFORM FOR OUR REAL TIME CRIME CENTER

**Note: To be completed by those involved in the RLI process
and for Successful Proposer employees involved in the project after award.**

WHEREAS Sheriff of Broward County ("SHERIFF") has entered into an Agreement with
[redacted] an independent contractor, ("CONTRACTOR")

(Company Name)

wherein CONTRACTOR will be performing certain work and services for SHERIFF, more specifically described in the solicitation document.

WHEREAS, CONTRACTOR has [redacted] to perform such work on
assigned behalf of

CONTRACTOR; (Individual's Name)

WHEREAS, when performing such work and providing such services

(Individual's Name)

may become aware of confidential information related to the business of the SHERIFF including, but not limited to, undercover vehicle information, criminal intelligence information, and criminal investigative information, and

NOW THEREFORE, in consideration of SHERIFF using CONTRACTOR to perform services and for other good

and valuable consideration [redacted] agrees as follows:

(Individual's Name)

I. Acknowledgment of Confidentiality. [redacted] hereby acknowledges that

(Individual's Name)

(☐ he / ☐ she) may be exposed to confidential information including, without limitation, criminal intelligence

(Check one of the above)

information, criminal investigative information, blueprints, designs and plans (whether in hard copy or electronic format) and other information that is confidential or exempt from disclosure pursuant to federal, state or local laws, rules, codes, or regulations and other information designated as confidential ("Confidential Information").

Confidential Information does

not include (i) information already known or independently [redacted] and/or
developed by

(Company Name)

(Individual's Name)

(ii) information in the public domain through no wrongful act of [redacted] and/or

(Company Name)

[redacted], or (iii) information received by [redacted] and/or
(Individual's Name) (Company Name)

Name)

[redacted] from a third party who was free to disclose it.

(Individual's Name)

II. Covenant Not to Disclose. With respect to the Confidential Information,

(Individual's Name)

hereby agrees that during the term of rendering services or performing work and at all times thereafter

shall not use, commercialize or disclose such Confidential Information to any

(Individual's Name)

person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose.

IN WITNESS WHEREOF, executes this Confidentiality Agreement on the date set forth below.

(Individual's Name)

(CONTRACTOR) EMPLOYEE/SUBCONTRACTOR

Electronic Signature (Individual's Name)

Date

Witness

Date



DRUG FREE WORKPLACE CERTIFICATION
RLI # 19053JLS
BASE LAYER INTEGRATION SOFTWARE PLATFORM FOR OUR REAL TIME CRIME
CENTER

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Proposer's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and psychological service; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
 - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Legal Company Name)

Electronic Signature (Print Name)

W-9(Rev. December 2014)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and
Certification****Give Form to the
requester. Do not
send to the IRS.****Print or type**
See Specific
Instructions
on page 2.

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership☐ Trust/estate
Single-member LLC☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation,P=partnership) ▶ ☐ Other (see instructions) ▶4 Exemptions (codes apply
only to certain entities, not
individuals; see instructions
on page 3):Exempt Payee Code (if
any) Exemption from FATCA
reporting code (if any)(Applies to accounts maintained
outside the U.S.)

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

Part I**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number**Employer identification number****Part II****Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**Signature of
U.S. person
▶

Date▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Cat. No. 10231X

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Form **W-9** (Rev. 12-2014)

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a

U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section

584(a) 11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947 The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank.

Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in

section 584(a) J—A bank as defined in

section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section

4947(a)(1) M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for ⁷
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt ² payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

2019-10-18 09:34 AM



EQUAL BENEFITS CERTIFICATION

The Contractor by virtue of signing below, certifies that it is aware of the requirements of Section 3.4.4 of the Purchasing Division's Standard Operating Procedures and Section 3.5.7 of the Contract Division's Standard Operating Procedures (hereafter collectively referred to as "SOP's"); and certifies the following:

(Please check only one below).

- ☐ 1. The Contractor currently complies with the requirements of the SOP's to Domestic Partners of its employees on the same basis as it provided benefits to employees' spouses.
- ☐ 2. The Contractor will comply with the requirements of the SOP's at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- ☐ 3. The Contractor will not comply with the requirements of the SOP's at time of award.
- ☐ 4. The Contractor does not need to comply with the requirements of the SOP's at time of award because the following exception(s) apply(ies): **(Please check only one below).**

☐ The Contractor's price proposal for the initial contract term is \$100,000 or less.

☐ The Contractor employs less than five (5) employees.

☐ The Contractor is a governmental entity, not-for-profit corporation, or charitable organization.

☐ The Contractor is, or is controlled by a religious organization, association, society, or non-profit charitable or educational institution.

☐ The Contractor does not provide benefits to employees' spouses.

☐ The Contractor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the SOP's stating the effort taken to provide such benefits and the amount of the cash equivalent.)

☐ The Contractor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)

(Legal Company Name)

Electronic Signature (Print Name)

Please see pages 2 and 3 for the requirements of Section 3.4.4 and 3.5.7

Contractors Shall Offer Equal Benefits for Domestic Partners:

- A. Contractor Offering Equal Benefits. Except where federal or state law mandates to the contrary, a Contractor awarded a contract pursuant to a competitive solicitation shall provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to its employees' spouses.
- B. Definitions.
1. "Domestic Partner" shall mean only two adults who are registered as domestic partners with Broward County or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration; or who meet the requisites for a valid domestic partnership relationship as established by BSO; or who were married or entered into a registered civil union in any state or country in which said marriage or civil union was legally recognized in said jurisdiction at the time said relationship was formally entered.
 2. "Competitive Solicitation" means any bid, request for proposal, request for letters of interest, or any other method of procurement utilized by the Broward Sheriff's Office.
 3. "Contractor" means any business with five or more employees which Contractor is awarded one or more Contracts by the Broward Sheriff's Office.
 4. "Contract" means all types of binding agreements between the Broward Sheriff's Office and a Contractor for goods or services in an amount over \$100,000.
 5. "Equal Benefits" means the equality of benefits between employees with married spouses and employees with Domestic Partners; and includes equal benefits for the Dependents of employees' spouses and Dependents of employees' domestic partners. Benefits include the types of benefits typically extended to employees' spouses, including health insurance, dental insurance, bereavement leave, and family medical leave.
 6. "Dependent" means a person who lives within the household of a domestic partnership and is:
 - a. A biological child or adopted child of a Domestic Partner; or
 - b. A dependent as defined under IRS regulations; or
 - c. A ward of a Domestic Partner as determined in a guardianship proceeding.
- C. Certification of Contractor: As part of the Competitive Solicitation process, a Contractor seeking a Contract covered herein by paragraph (a) shall certify that upon award of a Contract it will provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive to the Competitive Solicitation process.
- D. Exceptions to Contractor Offering Equal Benefits: The provisions of this section shall not apply

where:

1. The Contractor does not provide benefits to employees' spouses; or
2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee's Domestic Partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society; or
4. The Contractor is a governmental agency; or
5. More than one response to a competitive solicitation is received, but the responses indicates that none of the prospective vendors can comply with the requirements of this policy; or
6. The Contract is for the lease of real property; or
7. The provisions of this section would violate the laws, rules, or regulations of federal or state law (for example, section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act); or
8. The provisions of this section would violate or be inconsistent with grant requirements; or
9. The Contract is necessary to respond to an emergency; or
10. The Sheriff waives the requirements of this section in the best interests of the agency.

E. Contracts: Every Contract, unless otherwise exempt from this section, shall contain language that obligates the Contractor to comply with the applicable provisions of this policy. Every Contract shall include provisions for the following:

1. Contractor certifies and represents that it, and its assignees or successors in interest, will comply with this section during the entire term of the Contract.
2. Failure of the Contractor to comply with this section shall be deemed a material breach of the Contract, entitling the Sheriff to pursue any remedy provided under applicable law and under provisions of said Contract.
3. Sheriff may terminate the Contract, without incurring any liabilities, penalties, liquidated damages or early termination fees whatsoever, if the Contractor fails to comply with this section.
4. Sheriff may retain all monies due or to become due until the Contractor complies with this section.

F. Applicable Dates: That this Policy shall become effective on adoption. This section shall be

applicable to all Contracts meeting the definitions herein and awarded pursuant to Competitive Solicitations issued after the adoption of this policy. Contractors holding current Contracts at time of adoption of this policy shall be exempt from the provisions herein during the current term of said Contract.

INSURANCE CERTIFICATE SAMPLE

BROWARD SHERIFF'S OFFICE

Quick Tips

Understanding the Acord Certificate of Insurance

ACORD - CERTIFICATE OF INSURANCE

1. **PRODUCER**
Insurance Agent/Broker who issues certificate.

2. **NAME OF INSURED**
Must be the legal name of the contracting party.

3. **TYPES OF INSURANCE**
Must include the types of insurance required by contract.

4. **POLICY FORM**
"Claims made" or "occurrence" form; see below for definitions.

5. **NAMED ADDITIONAL INSURED**
The Broward Sheriff's Office must be named additional insured as written.

6. **CERTIFICATE HOLDER**
Must be The BROWARD SHERIFF'S OFFICE

7. **POLICY EFFECTIVE DATE**
Must be prior to or coincidental with effective date of contract.

8. **POLICY EXPIRATION DATE**
If occurrence form date must be on or after termination of contract.

9. **LIMITS OF INSURANCE**
Must be the same or greater than required by the contract and bid documents.

10. **DESCRIPTION OF OPERATION**
name additional insured here; place & event sometimes described here.

11. **NOTICE OF CANCELLATION**
Must be modified as indicated; 60 days required.

12. **AUTHORIZED REPRESENTATIVE**
Must be signed, not stamped.

PRODUCER
Bill Jones Insurance Agency
License #0032505
40 E. Main St., Ste. 1100
FT. LAUDERDALE, FL 33312
Ph. #: 900/693-000

INSURED
XYZ COMPANY
P. O. Box 41229
FT. LAUDERDALE, FL 33312

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

COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	ALL RISKS (YES/NO)	ADDITIONAL INSURED
A	GENERAL LIABILITY	NGA0105086-09	10/01/08	10/31/09		
B	EXCESS LIABILITY	0105081-09	11/01/08	10/31/09		
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	46699898	11/01/08	10/31/09		
D	OTHER THAN UMBRELLA FORM	JKA010-9087654	11/01/08	10/31/09		

CERTIFICATE HOLDER
THE BROWARD SHERIFF'S OFFICE
2601 W BROWARD BLVD
FT LAUDERDALE, FL 33312
ATTN: CONTACT PERSON

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. FAILURE TO MAIL SUCH NOTICE SHALL RENDER NO CANCELLATION OF POLICY AND UPOON THE COMPANY'S AGENT'S REPRESENTATION.

AUTHORIZED REPRESENTATIVE
Bill Jones

ACORD 20-S (3/88) ©ACORD CORPORATION 1988

1. THE PRODUCER: Produces or orders Certificate for insured; answers questions, revises certificate to meet contract requirements.
2. NAME OF INSURED: Must be legal name of contracting party.
3. TYPES OF INSURANCE: Must include types required by contract.
4. POLICY FORM: Will indicate claims-made or occurrence form and Policy Expiration Date".
5. NAMED ADDITIONAL INSURED: The Certificate must name or endorse, either under Description of Operations or by attached

endorsement, the following named herein as additional insured: The Broward Sheriff's Office, BSO, the Sheriff, Broward County, and Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies

6. CERTIFICATE HOLDER: Must be The Broward Sheriff's Office; address must include, department, contact person.
7. POLICY EFFECTIVE DATE: Must be prior to or coincidental with effective date of contract.
8. POLICY EXPIRATION DATE: For "occurrence" form coverage, date should be on or after the termination date of contract; if "claims-made coverage," coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.
9. LIMITS OF INSURANCE: Must be same or greater than required by Contract or Bid document.
10. DESCRIPTION OF OPERATIONS: Review information in this section to determine it is consistent with contract.
11. NOTICE OF CANCELLATION: This language must be modified to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days' notice to the certificate holder named to the left."
12. AUTHORIZED REPRESENTATIVE: Must be signed by an authorized representative of Producer.

Quick Tips: Understanding the Acord Certificate of Insurance • rev. 4/04 Risk Management, Broward Sheriff's Office

NON-COLLUSION CERTIFICATE

I _____, _____, r e p r e s e n t i n g _____ (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of Solicitation No: _____, Solicitation Title: _____ ("Competitive Solicitation") and to a contract if an award is made ("Contract").

I state that the bidder of the Competitive Solicitation and any subsequent Contract is not related to any of the other parties bidding in the Competitive Solicitation, and that the Contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

Note: Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which:

- have a direct or indirect ownership interest in another bidder or proposer for the same agreement, or
- a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement, or
- are family members of another bidder or proposer for the same agreement. Family members include brothers and sisters, half brothers and sisters, spouse, parents, ancestors, and lineal descendants.

By: _____

Signature

_____ 20____

Date

Printed Name and Title

Federal Employer Identification Number _____



SCRUTINIZED COMPANY CERTIFICATE
RLI # 19053JLS

BASE LAYER INTEGRATION SOFTWARE PLATFORM FOR OUR REAL TIME CRIME CENTER

I, , representing (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of Solicitation No: , Solicitation Title: ("Competitive Solicitation") and to a contract if an award is made ("Contract".)

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that Proposer is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on one million dollars or more, that Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria,.

By:

Signature

Date

20

Printed Name and Title

Federal Employer Identification Number

Printed Name of Firm

Address of Firm



Information Technology Division Desktop Guidelines

The ITD Technology Division is standardized on the Dell platform and requires the following guidelines be used for all desktop environments.

Power Requirements:

- Dell OptiPlex 5060 Minitower Standard Power Supply

Warranty Service:

- 4 Year Basic Limited Warranty and 4 Year NBD Onsite Service

Storage Guidelines:

- 500GB 3.5inch SATA (7.200 RPM) Hard Drive
- 8x DVD+/-RW 9.5mm Optical Disk Drive

Operating System:

- Windows 10 Enterprise 64

Processors:

- Intel® Core i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W)

Memory:

- 16GB 2666MHz DDR4 UDIMM Non-ECC

Video Cards:

- AMD Radeon R5 430, 2GB, FH (DP/DP)

Anti-Virus:

- ITD Technology Division provides Antivirus

Monitor & Input Devices:

- To be determined based on specific needs.

The ITD Technology Division reserves the right to review and approve all proposed hardware, connectivity, and system configurations.



Information Technology Division Server Guidelines

The Network Operations Center is standardized on the HP platform and requires the following guidelines be used for all server environments.

Power Requirements:

- All servers and devices must use 208-volt electric power at our data center.
- Ship with IEC320 C-14/C-13, Power Cords
- Have redundant power supplies in all servers and direct attached SAN devices
- Preferred that all servers are HP servers

Data Center Rack Guidelines:

- All servers and components must be rack-mounted version. (tower models cannot be installed)
- Must support conventional 19 inch rack (HP version)
- All servers and components must include vendor rail kits

Warranty Service:

- 5 year 24x7 4-hour response time warranty on all hardware.

Storage Guidelines:

Server disk configuration:

- RAID 1 for Operating System.
- RAID 5 for DATA.
- Transaction logs should be placed on separate disks Raid 1 or 10 (if applicable).

Data Disk Space:

- Ample disk space should be included to allow for growth over a 5 year period for data and logs
- Backup space should be allocated for file backups (if applicable)

Operating System:

- Windows 2012 (or higher) Standard or *Enterprise 64 bit version or
- Windows 2012 (or higher) Standard or *Enterprise 32 bit version (*Cluster configurations)
This only should apply to existing Applications or Databases that work with 32bit and NOT 64 bit until we can upgrade to the proper BIT version

Processors:

- All servers should have current model dual or quad processors that meet operating system and application recommended requirements.

Memory:

- All servers must meet the operating system's vendor recommended not minimum standards along with the specific application memory requirements. Additional memory should be included to allow for expected growth needs over a 5-year period.

KVM:

- All Servers should ship with appropriate KVM dongles to support an HP KVM.

Network:

- Dual port 100/1000 Mbps Ethernet Network interface cards should be included with servers and configured for auto-negotiate

Licenses:

- Network Licenses for all servers must meet the Network Operations standard to access the paramount Domain (BSO)
- SQL licenses must meet the standards of our Database Schema

The Network Operations Center reserves the right to review and approve any and all proposed hardware, connectivity, and system configurations.

Data Security and Data Protocols:

The software or hosting services being provided by the Contractor/Vendor to BSO shall use the latest, cutting edge security and privacy tools including SSL 128-bit encryption, server certificates with Global ID provided by the premier national provider, the highest level of encryption dictated by Federal guidelines – the AES algorithm and SSAE No. 16 SOC 1 f/k/a SAS 70 Type II certification. BSO's data will be stored in mirrored, redundant, highly secured facilities and shall be routinely backed up on an independent server separate and apart from the server providing day-to-day services to BSO. Contractor/Vendor agrees to institute restrictive security measures to prevent and detect unauthorized physical and/or remote access to the systems and data services being provided to BSO under this agreement. Contractor/Vendor shall consider layers of security at its physical hosting site, that consist of a number of measures such as biometric access, closed circuit TV, security system monitoring, multiple check-points, restricted building access, photo badges, proximity access cards, controlled visitor access and alike. Contractor/Vendor shall institute routine system security audits such as SAS-79, SysTrust, Webtrust, ISO 27001/2, virus and malware scans and other industry standard system audit procedures. Contractor/Vendor shall immediately notify BSO in writing of any breaches of security and/or unauthorized access to BSO systems and/or services being provided by Contractor/Vendor.

Contractor/Vendor shall have in place a disaster recovery plan that includes the recovery of critical systems (ie, systems that provide software services to customers) in event of a full or partial data center outage. The plan must include at a minimum the ability to recover critical systems in a working state within a short period of time with critical functions online and processing customer requests. The plan must also include a suitable back up power supply independent of commercial electrical services offered to the general public (ie. suitable generator). The Contractor/Vendor must be able to execute the disaster recovery plan within moments of a disaster declaration. Contractor/Vendor must test its disaster recovery plan annually.

The data provided by BSO to Contractor/Vendor shall remain BSO's property. At any time during this Agreement and up to ninety (90) days after termination, BSO may export its data in an XML format, or such other compatible format suitable for BSO's needs, from Contractor's/Vendor's system.

SAMPLE AGREEMENT**** DO NOT COMPLETE SAMPLE ONLY ******GENERAL TERMS AND CONDITIONS****DEFINITIONS AND IDENTIFICATIONS**

Agreement - means this document including the exhibits, schedules and attachments attached hereto and those documents that are set forth in this Agreement as being expressly incorporated herein by reference.

Contract Administrator - The designee of the SHERIFF whose primary responsibility is to coordinate and communicate with CONTRACTOR and to manage and supervise performance and completion of this Agreement in accordance with the terms and conditions set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.

Contractor – means _____ and its successors and assigns.

Deliverable(s) - means all products, goods, work and services to be provided and/or performed by CONTRACTOR pursuant to this Agreement.

Sheriff – means the duly elected and qualified Sheriff of Broward County, Florida.

Support Services - means any activity intended to eliminate faults, to improve or to keep the products and goods in satisfactory working condition, including tests, measurements, replacements, adjustments, changes, modifications, enhancements or repairs.

SCOPE OF SERVICES

CONTRACTOR is hereby retained to provide to the SHERIFF the goods and services set forth in the Statement of Work, which is attached hereto as Exhibit __ and incorporated herein.

CONTRACTOR and SHERIFF acknowledge that the Statement of Work may not delineate every detail and minor work task required to be performed by CONTRACTOR to complete the services and provide the deliverables contemplated herein. If, during the course of the performance of the services under this Agreement, CONTRACTOR determines that additional work should be performed to complete the Deliverables required, which is, in CONTRACTOR's opinion, outside the level of effort originally anticipated in the Statement of Work, CONTRACTOR shall notify the SHERIFF's Contract Administrator in writing in a timely manner. Upon receipt of such written notice, the SHERIFF's Contract Administrator will meet with CONTRACTOR to discuss the need for an amendment. No modifications will be made to this Agreement unless it is agreed to through a written amendment executed by both parties with the same formalities as set forth herein.

If CONTRACTOR proceeds with the additional work without a fully executed amendment, such work shall be deemed to be within the original Statement of Work.

MANNER OF PERFORMANCE

CONTRACTOR shall perform all services to the utmost professional standards.

CONTRACTOR agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein, and to provide and perform such services to SHERIFF's satisfaction for the agreed compensation. The quality of CONTRACTOR's Deliverables provided to or on behalf of SHERIFF shall be comparable to the best local and national standards.

CONFLICT OF INTEREST

CONTRACTOR assures the SHERIFF that to the best of its knowledge, the signing of this Agreement does not create any conflict of interest between itself, its associates, any principal of its firm or any member or employee of the SHERIFF.

RISK OF LOSS

CONTRACTOR shall bear the risk of loss from any casualty to any products and goods, regardless of the cause, during the transportation and delivery of the goods to the SHERIFF.

TERM

This Agreement shall commence on _____ and remain in full force and effect through _____, unless otherwise renewed or terminated as provided herein.

This Agreement may be renewed for an additional term of ____ years upon mutual agreement of the parties.

PROJECT SCHEDULE

CONTRACTOR and SHERIFF shall perform their respective obligations under this Agreement pursuant to the Project Schedule, which is in the Statement of Work.

CONSIDERATION

CONTRACTOR shall provide the Services contemplated herein at the hourly rates specifically described in Exhibit ___, which is attached and incorporated herein. The total consideration payable by the SHERIFF to CONTRACTOR (excluding reimbursables) shall not exceed _____ (\$_____), unless otherwise approved in writing by the SHERIFF.

SHERIFF shall pay CONTRACTOR in accordance with the payment schedule set forth in Exhibit ___, which is attached and incorporated herein. CONTRACTOR shall submit all invoices to the SHERIFF's Finance Department, 2601 W. Broward Boulevard, Fort Lauderdale, Florida 33312, identifying the nature of the work performed, the total hours of work performed, and the employee performing same. Invoices shall itemize and summarize reimbursables by category and identify same as to the personnel incurring the

expense and the nature of the work with which such expense was associated. Where prior written approval by the SHERIFF's Contract Administrator is required for reimbursables, a copy of said approval shall accompany the billing for such reimbursable. The statement shall show a summary of fees and reimbursables with accrual of the total and credits for portions paid previously. External reimbursables must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a reference which clearly indicates that the expense was incurred under this Agreement. When requested, CONTRACTOR shall provide backup for past and current invoices.

SHERIFF shall have the right to provide written objections to an invoice within seven (7) calendar days of SHERIFF's receipt of such invoice. If no objection is made within such seven (7) calendar day period, payment shall be made within fifteen (15) calendar days thereafter.

REIMBURSABLES

Subject to the limitations set forth below, SHERIFF authorizes CONTRACTOR to incur reimbursable expenses, reasonable in amount and nature, which are directly attributable to the services to the performed by CONTRACTOR pursuant to this Agreement, subject to the limitations set forth in Section 112.061, Florida Statutes. At CONTRACTOR's option, all reimbursable expenses authorized herein shall be charged at no more than actual cost and subject to Section 112.061, Florida Statutes or at the per diem rate set forth in Section 112.061, Florida Statutes. The maximum sum which may be charged for reimbursable expenses under this Agreement is _____. Reimbursable expenses are further limited as follows:

- a. Identifiable transportation/travel and lodging expenses in connection with the services to be performed by CONTRACTOR are subject to the limitations of Section 112.061, Florida Statutes.
- b. If CONTRACTOR does not elect to seek reimbursement on a per diem basis for personnel performing said services, SHERIFF authorizes the following lodging accommodations:
 1. Local area hotels with single occupancy room rates comparable to a Holiday or Ramada Inn, or its equivalent, or
 2. Local area apartments, condominiums or houses with a minimum of two CONTRACTOR personnel occupying each premises, so long as the total rental fees for such accommodations are less than what the total cost of hotel accommodations as noted above would be for the number of CONTRACTOR personnel occupying said premises over the period of occupancy.

CONTRACTOR may submit invoices for reimbursable expenses in accordance with Article _____, Consideration, no more often than on a monthly basis, but only after such reimbursable expenses have been incurred by CONTRACTOR.

EXPENSES

CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds, taxes and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of SHERIFF.

LIQUIDATED DAMAGES

CONTRACTOR recognizes and acknowledges that this Agreement is time sensitive. In inducing the SHERIFF to enter into this Agreement, CONTRACTOR has represented that CONTRACTOR will provide the following Deliverables to the SHERIFF on or before the dates shown:

(NEED DELIVERABLES AND DATES)

In the event CONTRACTOR fails to provide any of the Deliverables to the SHERIFF on or before the date shown above, CONTRACTOR shall pay to SHERIFF for each unmet Deliverable the sum of _____ dollars (\$_____) per day thereafter, including Saturdays, Sundays, and holidays, until such time as the Deliverable is provided to the SHERIFF. It is agreed that the sum of _____ dollars (\$_____) per day, per Deliverable, is the proper measure of liquidated damages that the SHERIFF will sustain per diem by the failure of CONTRACTOR to provide the Deliverable in a timely manner. This sum is not to be construed as a penalty.

For delays by SHERIFF in performing its obligations pursuant to this Agreement, including delays resulting from untimely review by SHERIFF, SHERIFF shall grant an extension to the above completion dates equal to the number of days in which CONTRACTOR was delayed by the SHERIFF. The above extension is conditioned upon the CONTRACTOR immediately notifying the SHERIFF of any delay in its timely performance as a result of a SHERIFF delay. Such delay notification shall be in writing and shall specify the manner and nature of the delay.

WARRANTIES

CONTRACTOR warrants that the products and goods provided pursuant to this Agreement shall be free from defects in material, manufacturing and workmanship for a period of _____ () months from the date of delivery and acceptance of such products and goods. Contractor warrants that the products and goods shall be fit for SHERIFF'S specific performance and use.

All products, goods and parts thereof shall be replaced free of any charge (parts and labor) during the warranty period and any subsequent period covered by support services provided by CONTRACTOR.

If authorized by the third party manufacturers, CONTRACTOR hereby assigns to SHERIFF all third party manufacturers' warranties with respect to any products and goods, copies of which have or shall be provided to SHERIFF. CONTRACTOR represents and warrants that the foregoing manufacturers' warranties are assignable to SHERIFF and such assignment shall not void such warranties.

All products and goods provided by CONTRACTOR to SHERIFF shall be new and unused, except normal manufacturer's testing for product control and verification of quality. Any disclaimer of warranties by Contractor and/or its suppliers are null and void and shall have not any further force or effect.

SUPPORT SERVICES

If SHERIFF elects to acquire support services after the warranty period for any products and/or goods supplied by CONTRACTOR to SHERIFF, CONTRACTOR shall maintain and support the products and goods as set forth and described herein. SHERIFF shall notify CONTRACTOR in writing of SHERIFF's election to have CONTRACTOR provide support services within thirty (30) days prior to the expiration of the applicable term of the warranty or support services.

CONTRACTOR will provide and maintain support services, at which CONTRACTOR shall accept communications so that SHERIFF can report problems with the products and/or goods, discuss solutions and, when required, have CONTRACTOR initiate corrective action and resolution of requests for service. Such support shall be available from ____ to ____, Eastern Standard Time, Monday through Friday. For hours outside the normal working hours, CONTRACTOR shall designate a contact person for the SHERIFF to contact in the event of an emergency. CONTRACTOR shall respond to support service requests within _____ hours after the initial notification.

The initial twelve (12) months of support services shall be provided by CONTRACTOR to SHERIFF at a cost of _____ dollars (\$ _____). The initial twelve (12) months of support services shall commence on _____. For each year thereafter, SHERIFF shall have the right to renew support services on an annual basis with the annual increase in such cost not to exceed the lesser of the Consumer Price Index, All Consumer Products or three percent (3%) with payment due on _____.

RECORDS

SHERIFF shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of SHERIFF shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, CONTRACTOR shall make same available at no cost to SHERIFF in written form.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by SHERIFF, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by SHERIFF to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for SHERIFF's disallowance and recovery of any payment upon such entry.

CRIMINAL HISTORY

CONTRACTOR represents that its principal owners, partners, corporate officers, and employees do not have any past felony criminal convictions or any pending criminal charges. CONTRACTOR has disclosed all such convictions or pending criminal charges to the SHERIFF and further agrees to disclose any future convictions or pending criminal charges.

CONTRACTOR's employees, agents, servants or representatives directly performing services for CONTRACTOR pursuant to this Agreement may be subject to a background screening conducted by the SHERIFF prior to performing such services. Such screening shall be at the expense of SHERIFF.

EMPLOYMENT RESPONSIBILITY

Any of CONTRACTOR's employees, subcontractors and any other person(s) performing services pursuant to this Agreement (hereinafter referred to collectively as "Staff") shall be deemed as employed by CONTRACTOR, not the SHERIFF.

Accordingly, the SHERIFF shall not be responsible for or assume any liability for any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation, compensatory time, sick leave benefits or any other amenities of employment to any of CONTRACTOR's Staff.

CONTRACTOR shall have and maintain sole responsibility and control over the rendition of services, training, standards of performance, discipline of personnel, and other matters incident to the performance of its services, duties, and responsibilities described and contemplated herein.

SHERIFF shall not be liable for and CONTRACTOR agrees to indemnify SHERIFF against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR's Staff during the performance of the services, duties, and responsibilities contemplated herein.

CONTRACTOR has the right to provide services to others or hold itself out to the public as available to engage in agreements with others.

CONTRACTOR and its Staff shall at all times be an independent contractor under this agreement, rather than an employee, agent, or representative of SHERIFF, and no act, action, or omission to act by CONTRACTOR or its Staff shall in any way obligate or bind SHERIFF.

CONTRACTOR will be responsible for having its Staff complete and submit data forms required to obtain clearance prior to entering any of SHERIFF's facilities. Such forms shall be provided by SHERIFF.

CONTRACTOR agrees to abide by all of the security policies, procedures, rules, and regulations promulgated by the SHERIFF.

CONTRACTOR'S STAFF

SHERIFF reserves the right to approve or reject, for any reason, CONTRACTOR's Staff providing services pursuant to this Agreement at any time.

CONTRACTOR will maintain the continuity of the Staff assigned to provide services pursuant to this Agreement throughout the term of this Agreement.

CONTRACTOR agrees that the services provided under this Agreement shall be provided by Staff that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties as required by applicable law, rules and regulations. CONTRACTOR agrees to furnish SHERIFF with any and all documentation, certifications, authorizations, licenses, permits, or registrations currently required by applicable laws, rules or regulations. CONTRACTOR further certifies that it and its Staff will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws, rules or regulations in full force and effect during the term of this Agreement. Failure of CONTRACTOR to comply with this paragraph shall constitute a material breach of this Agreement.

At the request of SHERIFF, CONTRACTOR shall promptly remove Staff providing services pursuant to this Agreement.

CONTRACTOR agrees to defend, hold harmless and indemnify the SHERIFF and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the SHERIFF, occurring on account of, arising from or in connection with the removal and replacement of any Staff performing services hereunder at the request of the SHERIFF. Removal and replacement of any Staff shall not require the termination and or demotion of such Staff.

CONTRACTOR agrees that CONTRACTOR will at all times employ, maintain and assign to the performance of the work required hereunder a sufficient number of competent and qualified professionals and other personnel to meet the Project Schedule set forth in the Statement of Work.

CONTRACTOR shall at all times cooperate with the SHERIFF and coordinate its respective work efforts to most effectively and efficiently progress the performance of the work.

KEY STAFF

CONTRACTOR will not transfer any assigned key staff without the prior approval of SHERIFF, which will not be unreasonably withheld. The key staff include: _____.

PAYMENT OF TAXES

CONTRACTOR shall bear all responsibility for the payment of any federal, state or local taxes and fees, if applicable, related to the business of CONTRACTOR and the payments to CONTRACTOR's Staff. It is understood by both parties that SHERIFF will not, in any manner, be responsible for the aforementioned taxes or fees. It is further understood and agreed that the SHERIFF will not withhold any payroll taxes (i.e. federal withholdings, FICA) from the payments to CONTRACTOR or its Staff.

CIVIL RIGHTS REQUIREMENTS

CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.

CONTRACTOR shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, or sexual orientation. CONTRACTOR shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, color, religion, sex, national origin, physical or mental disability, or sexual orientation. CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act. The CONTRACTOR agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further assures that all subcontractors and Independent Contractors are not in violation of the terms of this Section.

INDEMNIFICATION

CONTRACTOR shall indemnify, hold harmless and defend the SHERIFF, his officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of CONTRACTOR or its Staff. The SHERIFF reserves the right to select defense counsel.

Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.

The above indemnification provisions shall survive the expiration or termination of the Agreement.

INSURANCE

Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Article.

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.

All insurance policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

All insurance policies shall be on an occurrence/aggregate basis and shall be endorsed to provide that (a) CONTRACTOR's insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR's insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

CONTRACTOR shall carry the following minimum types of insurance and submit insurance information including aggregate limits:

1. Workers' Compensation: CONTRACTOR shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each disease, and \$500,000 for aggregate disease. Polici(es) must be endorsed with waiver of subrogation against BSO and Broward County.
2. Commercial General Liability Insurance. CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.
3. Professional Liability (Errors and Omissions) Insurance: CONTRACTOR shall carry Professional Liability coverage for it and its employees that has a per occurrence limit of not less than Three Million Dollars (\$3,000,000). If the CONTRACTOR has coverage in greater amounts or if the nature of the agreement requires additional insurance, then the limits will be increased.
4. Business Automobile Liability Insurance: CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.
5. Employee Fidelity Insurance. CONTRACTOR shall carry Employee Fidelity Insurance with

minimum limit of One Million Dollars (\$1,000,000).

6. Umbrella or Excess Liability Insurance. CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

7. Builders Risk Insurance. CONTRACTOR shall carry sufficient Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) as a condition precedent to the issuance of any notice to proceed or commencement of any construction. CONTRACTOR shall provide "All Risk" completed value from coverage with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim.

CONTRACTOR shall provide SHERIFF's Director of Risk Management and SHERIFF's Contract/Lease Manager with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Article prior to beginning the performance of work under this Agreement, and, at any time thereafter, upon request by the SHERIFF.

The Certificate of Insurance evidencing the types of insurance and coverages required by this Article is attached hereto as Exhibit _____.

CONTRACTOR's insurance policies shall be endorsed to provide SHERIFF with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office
Attn: Contract/Lease Manager
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office
Attn: Director of Risk Management
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

If CONTRACTOR's insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverage's may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.

If any of CONTRACTOR's insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Article.

The provisions of this Article shall survive the expiration or termination of this Agreement.

If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, CONTRACTOR shall not receive payment from SHERIFF until such time that SHERIFF has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective

as of the lapse date. The Sheriff, in his sole discretion, may terminate the Agreement immediately and no further payments shall be due to CONTRACTOR.

PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. CONTRACTOR's execution of this Agreement acknowledges CONTRACTOR's representation that it has not been placed on the convicted vendor list. Violation of this Article by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of SHERIFF.

DRUG-FREE WORKPLACE

CONTRACTOR shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit ____ and incorporated herein.

NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

Sheriff's Office of Broward County
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Office of the General Counsel
Sheriff's Office of Broward County

2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

AGREEMENT TERMS TO BE EXCLUSIVE

This written Agreement, including any Exhibits, Attachments and Schedules referred to herein, contains the sole and entire agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

WAIVER OR MODIFICATION OF AGREEMENT

No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

SURVIVORSHIP OF BENEFITS

The terms and conditions of this Agreement shall be binding upon CONTRACTOR and its successors and assigns.

THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor SHERIFF intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

RECORDS TO BE KEPT BY CONTRACTOR

If the Florida Public Records Act is determined by SHERIFF to be applicable to CONTRACTOR's

records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in CONTRACTOR's books, records, and accounts which led to SHERIFF overpaying for time and materials services shall be a basis for SHERIFF's disallowance and recovery of any overpayment upon such entry.

CONFLICTING TERMS

In the event of a conflict between the terms and conditions set forth in this Agreement, the terms and conditions that are most favorable to the SHERIFF shall prevail.

FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, without limitation, Acts of God and governmental and judicial action not the fault of the party causing such failure or delay in performance.

TERMINATION

The Agreement may be terminated upon the following events:

Termination by Mutual Agreement In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

Termination Without Cause. SHERIFF shall have the right to terminate this Agreement without cause by providing CONTRACTOR with thirty (30) calendar day's written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.

Termination for Cause. In the event of a material breach, either party may provide the other party with written notice of the material breach. The notice should provide the other with such sufficient detail so it can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately. Material breaches shall include but are not limited to, violations of Governing Standards, local, state or federal laws, the SHERIFF'S policies and procedures concerning which CONTRACTOR was given prior written notice clearly labeled as important or the terms and conditions of this Agreement.

Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, Board of County Commissioners, SHERIFF may provide CONTRACTOR with thirty (30) calendar days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

Immediate Termination by SHERIFF

SHERIFF, in the SHERIFF's sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:

- a) CONTRACTOR's violation of the Public Records Act;
- b) The insolvency, bankruptcy or receivership of CONTRACTOR;
- c) CONTRACTOR's violation or non-compliance with Nondiscrimination Article of this Agreement; or
- d) CONTRACTOR fails to maintain insurance in accordance with the Insurance Article of this Agreement.

SUBCONTRACTORS

CONTRACTOR may not subcontract the performance of its obligations set forth herein without the prior written approval of SHERIFF.

Prior to entering into any subcontract, CONTRACTOR will provide written notice to the SHERIFF identifying the name of the proposed subcontractor, the portion of the work which the subcontractor is to do, the place of business of such subcontractor, and such other information as may be required by the SHERIFF.

CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and SHERIFF or any obligation on the part of SHERIFF to pay or to see the payment of any monies due any subcontractor.

The provisions of this Agreement will apply to any subcontractors and their officers, agents and employees performing services pursuant to this Agreement as if it and they were employees of CONTRACTOR; and CONTRACTOR will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and omissions of any subcontractor, its officers, agents, and employees, as if they were employees of CONTRACTOR.

CONTRACTOR will obligate its subcontractors to the same terms and conditions as set forth herein.

The SHERIFF shall have the right to withdraw its consent of any subcontract if it appears to the SHERIFF that the subcontract will delay, prevent, or otherwise impair the performance of CONTRACTOR's obligations under this Agreement. All subcontractors are required to abide by the non-disclosure provisions set forth herein. CONTRACTOR shall furnish to the SHERIFF copies of all subcontracts. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the SHERIFF to any subcontractor hereunder.

INDEPENDENT CONTRACTOR

The parties acknowledge that CONTRACTOR is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing SHERIFF to exercise control or direction over the manner or method by which CONTRACTOR or its subcontractor perform hereunder. SHERIFF shall neither have nor exercise any control or direction over the methods by which the CONTRACTOR shall perform its work and functions other than as provided in this Agreement. No party shall have the authority to bind the other or otherwise incur liability on behalf of the other, unless otherwise agreed to in writing

between CONTRACTOR and SHERIFF.

NON-DISCLOSURE

CONTRACTOR's Confidential Information shall not be disclosed by SHERIFF to any third party except as permitted under this Agreement, or as required by law subject to compliance with the procedure set forth in this Article.

Except upon prior written approval of the SHERIFF and except as required by law, CONTRACTOR and its subcontractors shall not furnish or disclose to any person or organization, (a) any reports, studies, data, or other information provided by, or obtained from the SHERIFF in connection with the services performed under this Agreement, (b) any reports, studies, recommendations, data or other information relating to, or made or developed by CONTRACTOR or its subcontractors in the course of the performance of such Services hereunder, or (c) the results of any such services performed.

If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's Confidential Information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.

The parties acknowledge that a breach of the provisions of this Article ____ will result in immediate irreparable harm to the aggrieved party, and the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive or other equitable relief.

Information shall not be considered to be Confidential Information if it: (i) was independently developed by a party; (ii) becomes known to either party, without restriction, from a third party; or (iii) is required by law to be disclosed, subject to compliance with the procedure set forth below.

The provisions of this Article shall remain in full force and effect and enforceable even after the expiration of this Agreement.

WORK PRODUCT

All work product and all deliverables provided by CONTRACTOR to SHERIFF shall be owned by SHERIFF, along with all proprietary rights pertaining thereto. This Agreement shall be considered to be a work for hire agreement. To the extent that this Agreement should be deemed to not be a work for hire agreement, CONTRACTOR agrees to, and hereby does, assign to SHERIFF all ownership and all other proprietary rights, including intellectual property rights, in and to all work product and Deliverables. CONTRACTOR agrees to execute any documents necessary to document such assignment. Additionally, CONTRACTOR shall acquire no rights in any property or information of SHERIFF or licensors of SHERIFF, except as otherwise expressly provided in this Agreement.

PAYMENT AND PERFORMANCE BOND

CONTRACTOR shall provide to SHERIFF a One Hundred Percent (100%) performance and payment bond, in a form approved by the SHERIFF's Risk Management Division, executed by a surety insurer registered to do business in the State of Florida, subject to the approval of the Secretary of the State of Florida, to guarantee the faithful performance of this Agreement. This bond shall be kept in full force and effect throughout the life of this Agreement. The surety company must be rated no less than "A-" as to

management and no less than Class "VI" as to financial strength. The amount of the required bond shall not exceed five percent (5%) of the reported policy holders surplus as reported in the latest (1989 or later) edition of Best's Day rating Guide, published by Alfred M. Best Company, Inc.

PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Without written consent of the SHERIFF, CONTRACTOR shall not:

- a. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the SHERIFF, or the work being performed hereunder, unless CONTRACTOR first obtains the written approval of the SHERIFF; and
- b. CONTRACTOR and its employees, agents, representatives, subcontractors and suppliers will not represent, directly or indirectly, that any of CONTRACTOR's products, goods or services have been approved or endorsed by the SHERIFF.

INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, as applicable.

MISCELLANEOUS

CONTRACTOR shall comply with all statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction be construed more severely against one of the parties than the other.

The construction, validity and performance of this Agreement will be governed by the laws of the State of Florida, without regard to, or application of, choice of law rules or principles. Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida.

In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or Article where they appear, unless the context otherwise requires.

Whenever reference is made to an Article of this Agreement, such reference is to the Article as a whole, including all of the subsections of such Article, unless the reference is made to a particular subsection or subparagraph of such Article.

Should a dispute arise between the parties under or relating to this Agreement, each party agrees that prior to initiating any formal proceeding against the other (except for the seeking of injunctive relief), the parties will each designate a representative for purposes of resolving the dispute. If the parties' representatives are unable to resolve the dispute within ten (10) calendar days, either party may, upon written notice to the other party, require that the dispute be submitted to more senior representatives of each party ("Senior Representatives"). The Senior Representatives of each party shall meet as soon as possible to negotiate in good faith to resolve the dispute.

All provisions of this Agreement relating to confidentiality, non-disclosure, indemnity and insurance shall survive the expiration or termination of this Agreement.

CONTRACTOR shall obtain all necessary permits and licenses required to provide the services contemplated herein.

If any term or provision of this Agreement is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the agreement shall remain in full force and effect.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

This Agreement may be fully executed in _____ (____) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

Most Favored Customer Pricing: Signature of this contract by the CONTRACTOR shall act as a representation and warranty that the wage rates and/or costs and/or materials used to determine the compensation provided for in this contract, are accurate, complete and current as of the date of the contract. During the term of this contract, prices for the goods and services required under this contract and offered to BSO must be the equal to or lower than those offered the most favorable customer of CONTRACTOR for similar quantities under comparable terms and conditions. When requested by the BSO's contracting officer or representative, the CONTRACTOR must show that the prices offered to BSO match or are less than those offered the CONTRACTOR'S most favored customers for those quantities under those terms and conditions, and such pricing data must be available for review by BSO throughout the term of the contract. Any price reductions offered to other CONTRACTOR's customers must be offered to the BSO if similar item quantities are involved

Cost/Price Reduction: During the term of this contract, BSO reserves the right to negotiate price reductions for any good or service being purchased. During the term of this contract, BSO expects the CONTRACTOR to continually seek to improve production and performance processes and method, and to report on these efforts to BSO. Additionally, price reductions may be sought by the BSO as a result of changes in market conditions, industry trends and indexes, or in cost/price indexes, and their impact on the supplier's cost elements or overall cost. The BSO may terminate this contract for convenience if it feels price reductions are warranted, but the parties cannot reach an agreement on such price reductions.

Key Personnel: To the extent that this agreement or related state of work for services to be performed by CONTRACTOR'S key personnel, those services must be performed by the personnel identified in the

CONTRACTOR'S proposal to perform them unless substitutes have been approved in writing by BSO. Use of junior personnel, even under key personnel supervision (for example, associates or student workers), is not authorized unless they are identified in the CONTRACTOR'S proposal by name or position, with a description of their duties. This agreement may be terminated if the key personnel named in the CONTRACTOR'S proposal become unavailable for any reason. If the unavailability of key personnel is not the fault of the CONTRACTOR, BSO may terminate by giving notice of termination. The CONTRACTOR will be paid for service performed up to the date of termination. If BSO finds that the CONTRACTOR is at fault for the unavailability of key personnel, the agreement may be terminated for default.

Question and Answers for Bid #19053JLS - BASE LAYER INTEGRATION SOFTWARE PLATFORM FOR OUR REAL TIME CRIME CENTER

Overall Bid Questions

Question 1

Hi,

Are you interested in a supplement encryption software that backs up the data for the base layer integration software platform, once it is developed? (Submitted: Sep 6, 2019 12:22:26 PM EDT)

Answer

- If your base product does not include supplemental encryption software for data backup, then the proposer may add this as an optional feature with a separate line item cost. (Answered: Sep 16, 2019 3:04:02 PM EDT)

Question 2

Litigation Submittal Doc 6.25.19 under Documents for View or Download does not display data other than a signature/acknowledgement page - will additional data be made available to complete? (Submitted: Sep 11, 2019 11:57:44 AM EDT)

Answer

- This has been resolved with the help of BidSync. Please try accessing this document again. Thank you. (Answered: Sep 11, 2019 1:58:41 PM EDT)

Question 3

1. How many users will have to access the RTCC Base Layer System?
2. Will the vendor have access to the RTCC to assess Command and Control configurations?
3. Where is BSO data stored currently and where is the system expected to be installed i.e. -site, off-site/data center or cloud?
4. Section 1.2.3 states that intelligence must be pushed out to responding units, can that be expected to be achieved through the CAD in place?
5. Section 1.3.1.2 and 1.3.1.5 state that video systems and LPRs will alert and be activated if they are a certain distance from an alert. What is the current method being used to activate them now?
6. Section 4.4 states that we can provide a supplemental response, is there any limit to the size of the response and can that include charts, graphs and videos? (Submitted: Sep 16, 2019 12:19:06 PM EDT)

Answer

- 1. Initially, The RTCC may have as many as 25 workstations which will need to facilitate rapid response to critical incidents utilizing the streamlined data processes and alerting provided by the "base layer" software. In the future, we want all sworn deputies to have some tiered access to the system "either via laptops, tablets, or phones" which would raise the final number to approximately 1,500.
- 2. The vendor ultimately selected for the project will have access to the RTCC once a contract has been signed by both parties.
- 3. BSO houses data on premise and accesses other law enforcement related databases off site which are controlled by respective parties (i.e. State of Florida, DHS, ETC). We prefer an on premise solution, but will consider a cloud based solution recommendation approved by CJIS and stored in CONUS (Continental US) .
- 4. We are not aware that the current CAD will support this level of functionality.
- 5. Currently, no system is in place to activate technological assets. The current method is manual on an incident by incident basis. From a geomapping stand point, we desire to have the presence of any nearby LPR cameras and video systems mapped so that users will be aware of its proximity to a critical incident, and we desire to be able to adjust the distance for when we would like them to open automatically (i.e. - with a ¼ mile from every priority 1 call, or 1/8th of a mile from every priority 1 call, etc.)
- 6. No limit to what can be provided, however, BidSync suggests that once a file reaches 300mb that it should be split up. Also BidSync does not accept Zip files. Please reach out to BidSync for additional questions regarding their capabilities. They will also help with any uploading and/or submission issues. (Answered: Sep 26, 2019 8:16:57 AM EDT)

Question 4

1. Section 4.6 Company Background and Qualifications: are we to provide this as a separate attachment? If so, is that to be included with the questionnaire supplemental attachment or a separate doc? Should this be named Exhibit 4.6? If not, are we to make this an editable document and fill this in?
2. Section 4.6.3 states that we are to provide proof that we have been involved in these types of requirements for over 3 years and to upload and label the attachment Exhibit 4.6.3, so this is not to be included in the response to Section 4.6 but be a separate document?
3. Section 4.6.4 states that a client list should be included with our response and uploaded as Exhibit 3.6.4, should that be Exhibit 4.6.4?
4. Section 4.6.5 to 4.6.5.4. For clarification purposes, all these exhibits are to be uploaded as separate documents? **(Submitted: Sep 16, 2019 12:41:13 PM EDT)**

Answer

- In response to items #1-4, Section 4.6 is requesting a document(s) to be created by proposer and uploaded back into BidSync. Section 4.6 should have subsections labeled as 4.6.3, 4.6.4, 4.6.5, 4.6.5.1, 4.6.5.2, 4.6.5.3, 4.6.5.4. This can all be uploaded as one document and each subsection labeled, or as separate documents all being properly labeled.

With regard to item #3 in terms of Section 4.6.4 referencing 3.6.4, please note that the correct reference is 4.6.4 and not 3.6.4. Scope of Services document has been reattached to reflect the correction. **(Answered: Sep 17, 2019 12:11:50 PM EDT)**

Question 5

Section 5 Costs- for each line item, our costs are associated with the labor involved in developing connectors. Can we be provided information as to whether each of the following systems has an Application Programming Interface (API) or Data Access on Demand (DAOD) connector requirement?

- a. CAD system (Motorola)
- b. VMS/IP
- i. Avigilon
- ii. Ocularis
- iii. TEI/VPS
- c. ELMO
- d. BSOPics
- e. RMS (OSSI)
- f. LPR
- g. ESRI Layer
- h. ShotSpotter
- i. SAFTER Watch
- j. BSO Warrants
- k. RING **(Submitted: Sep 16, 2019 12:41:50 PM EDT)**

Answer

- a. CAD system (Motorola) API
- b. VMS/IP API
- i. Avigilon API
- ii. Ocularis API
- iii. TEI/VPS API or DAOD
- c. ELMO DAOD
- d. BSOPics API
- e. RMS (OSSI) API
- f. LPR API
- g. ESRI Layer API
- h. ShotSpotter API
- i. SAFTER Watch API
- j. BSO Warrants API
- k. RING API **(Answered: Oct 4, 2019 10:12:39 AM EDT)**

Question 6

1. General Terms and Conditions, Section 1.20 mentions a Test and Trial period, will the vendor be reimbursed for the products and services used during that period?

2. In the Submittal Document, Section 7.7 it says that References should be attached as Submittal document 7.7, but the reference documents states Exhibit 7.4. Which is correct?
3. In the Scope of Services Document RLI Section 4.2, it is requested to upload proof to do business in the State of Florida as Exhibit 4.2, but the Submittal Section, Section 3.2 online asks for the same information as Exhibit 3.2, do we upload the same information twice?
4. In the Scope of Services Document RLI Section 4.3, it is requested to upload proof that we have done similar tasks within the last three years while in the Submittal Section online part 7.6.D we are asked to provide three projects of similar scope. Can these be treated as the same requirement?
5. In the Scope of Services Document RLI Section 4.6.5, it is requested to upload our Staff's Qualifications while in the Submittal Section online part 7.6.A we are asked to provide experience summaries of our personnel. Can these be treated as the same requirement? Are we required to upload this information twice under these different Exhibit Requirements? **(Submitted: Sep 16, 2019 12:47:42 PM EDT)**

Answer

- 1. No, this is not reimbursable
- 2. The correct number for the Reference Form is 7.7 and has been reattached to reflect the correction.
- 3. No, this only needs to be uploaded once.
- 4. Yes it can be treated as the same, uploaded as one document, and can be labeled as 4.3 & 7.6.D
- 5. Yes it can be treated as the same, uploaded as one document, and can be labeled as 4.6.5 & 7.6.A

(Answered: Sep 17, 2019 12:11:50 PM EDT)**Question 7**

1. In the Scope of Services Document RLI Section 4.6.5.3, it is requested to upload our Staff's Resumes while in the Submittal Section online part 7.6.A we are asked to provide full resumes as well. Can these be treated as the same requirement? Are we required to upload this information twice under these different Exhibit Requirements?
2. Section 5.4 of the Scope of Services, Costs, requests an Excel sheet but no Exhibit number is given, is this covered in another section of the bid?
3. Section 5.5 of the Scope of Services, Costs, requests the completion dates and number of business days to completion, can we include this information as additional columns in our Excel sheet
4. Section 5.6 of the Scope of Services discusses Milestone Payments, will BSO consider T and M invoicing per milestone until the milestone is reached?
5. The Sample Agreement, Section Reimbursables states that reimbursable expenses will be approved after incurred, primarily related to travel. Are we correct to assume that travel costs are NOT associated with the costs requested in Section 5 of the Scope of Services as there are no travel costs requested?
6. Section 5 of the Scope of Services asks for Phase 1 and Phase 1 breakdown, however the costs requested are only costs associated with Phase 1 in Section 1.3.1 of the same document. Are you requesting any Phase 2 costs? If not, if there are Phase 2 costs that we can accomplish in Phase 1, can we list those in our Excel spreadsheet? **(Submitted: Sep 16, 2019 12:50:29 PM EDT)**

Answer

- 1. Yes it can be treated as the same, uploaded as one document, and can be labeled as 4.6.5 & 7.6.A.
- 2. Excel spreadsheet should be labeled as 5.4 Cost Breakdown.
- 3. Yes, this can be added as a column in your 5.4 Cost Breakdown Excel Spreadsheet.
- 4. This will be addressed during contract negotiations with awarded proposer.
- 5. Travel can be included as part of your cost breakdown and must be based on Section 112.061, Florida Statutes.
- 6. Breakdown costs were requested for both 1.3.1 Phase 1 and 1.3.2 Phase 2. The ability to deliver any Phase 2 inputs within the Phase 1 timeframe should be noted. **(Answered: Sep 17, 2019 12:11:50 PM EDT)**

Question 8

1. How many counties are we going to position for the proposal? Broward only? Or Miami-Dade, Broward and Palm Beach?
2. How many roles and what specific roles do you anticipate leveraging the solution? i.e. Analyst, Investigator/Detective, Dispatcher, Deputy, etc.
3. Of these roles, how do you anticipate each of their interaction with the solution? i.e. power user (uses all aspects), intermediate user (light querying, recipient of intelligence/case data), lightweight user (recipient of intelligence/case data) **(Submitted: Sep 17, 2019 1:08:03 PM EDT)**

Answer

- 1. Broward Only
- 2. We anticipate having multiple roles and users. Initially, RTCC staff will be Captain, lieutenant, sergeants, detectives, and crime analysts. In the future it is hoped that all sworn deputies and specified civilian staff will have some type of tiered access to the system via some platform - laptops, tablets or phones.
- 3. Access should be able to be centrally managed as we anticipate giving certain people full access (power user), and others limited access (intermediate and lightweight), however we should have the ability to scale access into as many levels as we choose, not just power, intermediate, and lightweight. Ex: RTCC or subsidiary = Super User with access to all aspects; Additional Specialized Detectives/Watch Commanders - Significant Access; Deputies/Patrol - Access but without Video; etc., etc. It should be manageable by the RTCC staff to determine who sees what and how much. (Answered: Sep 26, 2019 8:16:57 AM EDT)

Question 9

Item 19053JLS - Is there a format required for the Excel spreadsheet or is Vendor format acceptable?

(Submitted: Sep 19, 2019 3:46:54 PM EDT)

Answer

- Vendor Format is acceptable as long as it is in Excel breaking down all costs of lump sum price by line item, including but not limited Phase 1 and Phase 2 cost breakdown on EACH deliverable individually. (Answered: Sep 25, 2019 2:42:04 PM EDT)

Question 10

1.3.1 & 1.3.2 - Please detail API/Data interface requirements for each system listed. Does BSO have a SDK for each system that can be provided to the selected vendor? (Submitted: Sep 19, 2019 3:47:19 PM EDT)

Answer

- BSO does not currently have the detailed API requirements for the vendor systems identified in 1.3.1 and 1.3.2. Same response to SDK (Software Development Kit). (Answered: Sep 27, 2019 2:56:15 PM EDT)

Question 11

1.3.1 & 1.3.2 - Do you have version numbers available for the listed systems? (Submitted: Sep 19, 2019

3:47:57 PM EDT)

Answer

- a. CAD system (Motorola) 4.3.0.1768
- b. VMS/IP
- i. Avigilon (Motorola) 6.14.8.8
- ii. Ocularis 5.6.0.335
- iii. TEI/VPS 3.0
- c. ELMO Web Based
- d. BSOPics N/A
- e. RMS (OSSI) 19.2.0.2004
- f. LPR (Vigilant Solutions) 6.0.157
- g. ESRI Layer FlexViewer 2.1/Sever 10.0
- h. ShotSpotter Web Based
- i. SAFER Watch Web Based
- j. BSO Warrants N/A
- k. RING -- N/A (Answered: Oct 4, 2019 10:12:39 AM EDT)

Question 12

1.3.2.7 - Is there a Key Record that is common throughout all BSO databases (Submitted: Sep 19, 2019

3:48:10 PM EDT)

Answer

- Standard law enforcement records will contain key records that are common to the type of system (CAD, RMS, JMS). However, 1.3.2.7 does not limit queries to standard and/or current key records. (Answered: Sep 27, 2019 2:56:15 PM EDT)

Question 13

1.20 - How long is the test period expected to be? (Submitted: Sep 19, 2019 3:48:27 PM EDT)

Answer

- BSO only reserves the right to require a Test Period at any time before award and contract execution. A Test

Period is not currently a requirement. Test Period of section 1.20 of the Submittal Section states 30 to 90 days if a test period becomes required. **(Answered: Sep 25, 2019 2:44:27 PM EDT)**

Question 14

Are Liquidated Damages included in this contract? **(Submitted: Sep 19, 2019 3:48:40 PM EDT)**

Answer

- No **(Answered: Sep 25, 2019 2:44:27 PM EDT)**

Question 15

Sample Agreement p72 - Is BSO a tax exempt entity? **(Submitted: Sep 19, 2019 3:48:57 PM EDT)**

Answer

- Broward Sheriff's Office is tax exempt from sales tax. Our tax exempt number is 85-8013518718C-1
(Answered: Sep 25, 2019 2:44:27 PM EDT)

Question 16

Sample Agreement p79 - Please confirm this is only applicable to work performed for BSO, not commercial off the shelf software **(Submitted: Sep 19, 2019 3:49:14 PM EDT)**

Answer

- This will be addressed during contract negotiations with awarded proposer. **(Answered: Sep 25, 2019 2:44:27 PM EDT)**

Question 17

p21, p22, p23, p24, p25, p26, p27, p28, etc. - Appears to be white on white text included in the pdf, please review and delete or include as appropriate. **(Submitted: Sep 19, 2019 3:49:45 PM EDT)**

Answer

- All documents have been reviewed from Agency side and appear normal. Please reach out to BidSync at 1-800-990-9339 to see if they can help with the issue. **(Answered: Sep 25, 2019 2:44:27 PM EDT)**

Question 18

For all systems considered an "activator if alert" do these alerts prompt through any of the currently listed systems. For example, LPR alerts through Genetec?

1.3.1.5 Is this system currently mapped/integrated to ESRI as a layer?

1.3.1.6 Is this system currently mapped/integrated to ESRI as a layer?

1.3.1.7 Is this system currently mapped/integrated to ESRI as a layer?

1.3.1.8 Is this system currently mapped/integrated to ESRI as a layer?

1.3.1.11 Is this system currently mapped/integrated to ESRI as a layer?

1.3.1.3 Please provide a ballpark count of video feeds **(Submitted: Sep 20, 2019 10:15:46 AM EDT)**

Answer

- None currently alert to our knowledge.

1.3.1.5 Is this system currently mapped/integrated to ESRI as a layer?

No it is not

1.3.1.6 Is this system currently mapped/integrated to ESRI as a layer?

No it is not

1.3.1.7 Is this system currently mapped/integrated to ESRI as a layer?

No it is not

1.3.1.8 Is this system currently mapped/integrated to ESRI as a layer?

No it is not

1.3.1.11 Is this system currently mapped/integrated to ESRI as a layer?

No it is not

1.3.1.3 Please provide a ballpark count of video feeds

The number of anticipated feeds is unknown at this time. Additionally, we are seeking a solution that is dynamic.

We are seeking the ability to integrate a broad array of feeds, from the most high tech to the more rudimentary

systems. We are willing to accept minimal system requirements (such as OnVif compatibility), but prefer the

ability to integrate entire VMSSs, as well as individual IP based solutions. **(Answered: Oct 4, 2019 10:12:39 AM EDT)**

Question 19

RLI p7 - Please confirm that current and anticipated video feeds should be included in the pricing for Phase 1

(Submitted: Sep 20, 2019 10:52:53 AM EDT)

Answer

- Any and all feeds part of your system should be including in pricing. (Answered: Sep 25, 2019 2:45:29 PM EDT)

Question 20

RLI p8 - If Phase 2 inputs can be performed during Phase 1, should the cost of those interfaces be included in the Phase 1 costs? (Submitted: Sep 20, 2019 10:53:08 AM EDT)

Answer

- Lump sum will include Phase 1 and Phase 2. If Phase 2 inputs with associated costs can be performed during Phase 1, it just needs to be noted in your proposal. (Answered: Sep 25, 2019 2:45:29 PM EDT)

Question 21

RLI p16 - Should Phase 1 include design efforts for entire system, including Phase 2 inputs, or should Phase 2 also include design activity? (Submitted: Sep 20, 2019 10:53:39 AM EDT)

Answer

- Optimally Phase 1 includes design efforts that will serve as a foundation to grow and expand across phases as the system expands in scope and application. A solid foundation that anticipates future phases and expansion is critical. However, each prospective vendor may have their own plan of growth that will reasonably be considered. (Answered: Oct 4, 2019 10:12:39 AM EDT)

Question 22

Does BSO have access to purchase via GSA? If so, should those prices be utilized? (Submitted: Sep 20, 2019 10:53:47 AM EDT)

Answer

- BSO has access to purchase from GSA when it meets required criteria of GSA and reserves the right to withdraw this this RLI without any award and/or "piggyback" off of another existing government contract and/or GSA. However, proposers cannot utilize BSO's ability to piggyback off GSA. Instead, they should obtain their best pricing from other vendors independently (GSA or otherwise.) (Answered: Sep 25, 2019 2:45:29 PM EDT)

Question 23

RLI p7 - What format will Private Feeds via security and Private business feeds be provided in and how many feeds should be anticipated for pricing purposes? (Submitted: Sep 20, 2019 10:54:09 AM EDT)

Answer

- The number of anticipated feeds is unknown at this time. Additionally, we are seeking a solution that is dynamic. We are seeking the ability to integrate a broad array of feeds, from the most high tech to the more rudimentary systems. We are willing to accept minimal system requirements (such as OnVif compatibility), but prefer the ability to integrate entire VMSs, as well as individual IP based solutions. (Answered: Oct 4, 2019 10:12:39 AM EDT)

Question 24

Since the contract is for 5 years should 5 years of maintenance be bid, or just the first year of annual maintenance? (Submitted: Sep 20, 2019 10:54:17 AM EDT)

Answer

- This depends on the proposers submittal as the pricing will either be captured on price of item #1 (Lump Sum) or price of item #2 (Annual Maintenance and Support). As stated on the pricing line for Annual Maintenance and Support for System, "This price should not be included in line item #1, as it is a separate cost for Annual Maintenance and Support past what is initially covered. Please detail what year(s) Annual Maintenance and Support is covered and when these costs annually would go into effect. " (Answered: Sep 25, 2019 2:45:29 PM EDT)

Question 25

RLI p13 - Please confirm that hardware is not to be bid, but as per 3.3.35 BSO RTCC is to be provided the infrastructure requirements. (Submitted: Sep 20, 2019 10:54:31 AM EDT)

Answer

- BSO has a number of established relationships that can fulfill hardware needs to meet vendor requirements. Prospective vendors should bid hardware that is not proprietary to their system, but other

hardware bids may prove unduly confusing or needlessly increase their overall project bid. The RLI requests what hardware the vendor deems necessary to meet the RLI implementation of their system. It is incumbent on the vendor, per the RLI, to list what hardware infrastructure is needed to have their system installed and functioning on the BSO network. **(Answered: Oct 4, 2019 10:12:39 AM EDT)**

Question 26

4.6.5.4 Staffing plan with FTE's including Supervisor in charge of each facility. Do ALL employees of a Proposer require documentation of training in customer service, confidentiality, and ethics, or only those included in the Team whose resumes are included in the Proposal? **(Submitted: Sep 20, 2019 2:14:22 PM EDT)**

Answer

- No, only those employees that will be at any time working on the project directly or indirectly. **(Answered: Sep 27, 2019 2:56:15 PM EDT)**

Question 27

Could change bars be provided for updated documents to indicate what has changed from the previous version? **(Submitted: Sep 24, 2019 9:44:05 AM EDT)**

Answer

- No. Only two changes have been made regarding numbering issues. Please refer to Answer #4 and #6 above, as well as, addendum comments listing the changes. **(Answered: Sep 27, 2019 2:56:15 PM EDT)**

Question 28

Would BSO accept a vendor proposal that is targeted at only certain key requirements of the solution and not the complete set of requirements i.e. data integration platform? **(Submitted: Sep 24, 2019 3:51:39 PM EDT)**

Answer

- All proposals will be considered, however BSO's intention is for a complete solution as outlined in the RLI that meets most, if not all requirements. **(Answered: Oct 4, 2019 10:12:39 AM EDT)**

Question 29

In order to scope and price each VMS interface, the following information is needed: the vendor name, version number, number of cameras and geo-locations for all cameras. Can BSO provide this information for each interface requested in both Phase 1 and Phase 2? **(Submitted: Sep 26, 2019 8:34:36 AM EDT)**

Answer

- Please see responses to #5 and #11; Number of cameras and geo locations will be provided to the chosen vendor. **(Answered: Oct 17, 2019 8:17:53 AM EDT)**

Question 30

In order to scope and price each LPR interface, the following information is needed: the vendor name, version number and number of Events/Hits per second. Can BSO provide this information for each interface requested in both Phase 1 and Phase 2? **(Submitted: Sep 26, 2019 8:35:15 AM EDT)**

Answer

- Please see responses to #5 and #11; BSO uses Vigilant and Genetec LPRs **(Answered: Oct 17, 2019 8:17:53 AM EDT)**

Question 31

In order to scope and price each Data interface, the following information is needed: the vendor name, version number if an internal database type of database. Can BSO provide this information for each interface requested in both Phase 1 and Phase 2? **(Submitted: Sep 26, 2019 8:35:42 AM EDT)**

Answer

- The details requested will be developed as part of the SOW for that phase, which is post vendor selection. **(Answered: Oct 7, 2019 2:56:13 PM EDT)**

Question 32

Do all the databases requiring "GPS-mapped" results contain geo-coded data (i.e. Latitude/Longitude)? **(Submitted: Sep 26, 2019 8:36:19 AM EDT)**

Answer

- No, but if they do not contain geo-coded data, then they should contain street addresses. **(Answered: Oct 17, 2019 8:17:53 AM EDT)**

Question 33

For each dataset, will the software connect via SQL connection to a database or will the software connect via API? (Submitted: Sep 26, 2019 8:36:42 AM EDT)

Answer

- This will be determined as part of the SOW, which is post vendor selection. (Answered: Oct 7, 2019 2:56:13 PM EDT)

Question 34

What are the requirements and delivery goals around the Facial Recognition portion (i.e. Use Case Examples)? (Submitted: Sep 26, 2019 8:37:01 AM EDT)

Answer

- This will be discussed with the chosen vendor once selected. (Answered: Oct 17, 2019 8:17:53 AM EDT)

Question 35

What are the requirements and delivery goals around the Artificial Intelligence portion (i.e. Use Case Examples)? (Submitted: Sep 26, 2019 8:37:20 AM EDT)

Answer

- This will be discussed with the chosen vendor once selected. (Answered: Oct 17, 2019 8:17:53 AM EDT)

Question 36

What are the requirements and delivery goals around the Ring integration? (Submitted: Sep 26, 2019 8:37:40 AM EDT)

Answer

- All of the requirements around Ring integration are not known at this time. The main goal is when Broward residents submit their RING video to the sheriff's office, it will be gps mapped on the systems software so that BSO Real Time Crime Center users instantly know the location of where the video is coming from. (Answered: Oct 4, 2019 10:12:39 AM EDT)

Question 37

We cannot find where a technical description of our solution and its ability to meet your requirements is required as part of the Bid Submission.

1. Is this required?
2. If so, do we provide that at the end of the questionnaire as an attachment as outlined in Section 4.4 Questionnaire
3. Or can a new Exhibit be established that we could submit our technical response to that? (Submitted: Sep 26, 2019 9:22:27 AM EDT)

Answer

- Please refer to Section 2 Objectives of the Scope of Services document specifically 3 paragraph which reads "Proposers will be responsible for submitting a technical Proposal based upon their program that will meet the goals, objectives and requirements set forth herein." Please label your response as Exhibit 2.0. (Answered: Sep 26, 2019 12:36:08 PM EDT)

Question 38

Can BSO elaborate on the "FLIR/CNC Live" input referenced in 1.3.2.3? What is this system?

What data is captured by this system?

What integration is required into the RTCC Base Layer system? (Submitted: Oct 1, 2019 2:44:20 PM EDT)

Answer

- FLIR/CNC Live is data from the BSO helicopter via microwave transmission. The data is both audiovisual and contains mapping data as well. The RTCC will be outfitted with a physical transcoder box from the company (CNC Live) which will be plugged into an available rack mount slot. The required integration would be for the base layer to provide aviation data, automatically and if available, during a critical incident so that we would see the real time location of the helicopter on the map and the area it is recording. (Answered: Oct 10, 2019 2:41:18 PM EDT)

Question 39

1. We price our licenses on total sworn count; what is the total sworn count for the agency? (Submitted: Oct 4, 2019 2:22:18 PM EDT)

Answer

- The total count for sworn currently is 1200. Vendors should base pricing for licenses on this number and should also include additional information regarding license costs if this number were to increase or decrease. An addendum will be posted to reiterate this information. **(Answered: Oct 10, 2019 2:41:18 PM EDT)**

Question 40

2. There are references to integrating third-party systems, VMS™ Jail systems etc. It is difficult to price out the integration effort without access to each system API specs. Will we get access to those before the RFP submittal? **(Submitted: Oct 4, 2019 2:22:43 PM EDT)**

Answer

- You will not get access prior to the RLI submittal, but the following info is provided to assist with you proposal:

- a. CAD system: Is a Motorola product, API
- b. VMS/IP
- i. Avigilon: Is a Motorola product, API
- ii. Ocularis: Is a Qognify product, API
- iii. TEI/VPS: Is a TEI Innovations product, API or DAOD
- c. ELMO: Is a BI TotalAccess product, DAOD
- d. BSOPics: Is a BSO designed product, API
- e. RMS: Is a Central Square (previously SunGuard/OSSI) product, API
- f. LPR: Is a Vigilant Solutions product, API
- g. ESRI Layer: Is an ESRI product, API
- h. ShotSpotter: Is a ShotSpotter product, API
- i. SAFER Watch: Is a Saferwatch product, API
- j. BSO Warrants: Is a BSO designed product, API
- k. RING: Is a RING product, API **(Answered: Oct 10, 2019 2:41:18 PM EDT)**

Question 41

What version of ESRI does BSO use? **(Submitted: Oct 9, 2019 6:39:35 AM EDT)**

Answer

- Per answer provided for question #11, ESRI Layer is FlexViewer 2.1/Server 10.0 **(Answered: Oct 10, 2019 2:41:18 PM EDT)**

Question 42

- 1.3.2.10 Please provide the manufacturer / model / version of the system being used
- 1.3.2.12 Please provide the manufacturer / model / version of the system being used
- 1.3.2.14 Please provide the manufacturer / model / version of the system being used
- 1.3.2.15 Please provide the manufacturer / model / version of the system being used
- 1.3.2.16 Please provide the manufacturer / model / version of the system being used
- 1.3.2.17 Please provide the manufacturer / model / version of the system being used
- 1.3.2.19 Please provide the manufacturer / model / version of the system being used **(Submitted: Oct 10, 2019 9:45:03 AM EDT)**

Answer

- 1.3.2.10 Web based operated by Florida Department of Corrections, Bureau of Classification and Central Records
- 1.3.2.12 Web based operated by FDLE - 2018 Florida Department of Law Enforcement, v.3.0, Missing Persons and Offender Registration
- 1.3.2.14 Internal BSO database
- 1.3.2.15 Internal BSO database
- 1.3.2.16 Do not have one yet.
- 1.3.2.17 This is no longer required.
- 1.3.2.19 Yet to be determined. **(Answered: Oct 17, 2019 8:21:09 AM EDT)**

Question 43

How many estimated cameras will be integrated into the system for Phase I, Phase II and total? **(Submitted: Oct 10, 2019 3:18:31 PM EDT)**

Answer

- The number of cameras will be ever growing. Currently, BSO "owns" access to a handful of VMS containing roughly 550 cameras. However, the RTCC has access to over 10,000 cameras of the Broward

School Board, in addition to a number of other VMSs owned by third parties that provide us access. Additionally, we are in discussion with numerous outside entities to import their video feeds/VMSs into the RTCC. The desired system will have mechanisms to incorporate all. (Answered: Oct 17, 2019 8:21:09 AM EDT)

Question 44

How many buildings/facilities will be integrated into the overall solution? (Submitted: Oct 10, 2019 3:19:04 PM EDT)

Answer

- If referring to the number of places that will utilize this software integration - it will initially be one (1) at the RTCC. However, the future vision is to have every BSO building and district have access to the system. If referring to how many buildings will share their video feeds with our RTCC, it is undeterminable as additional buildings can be added at anytime. (Answered: Oct 17, 2019 8:21:09 AM EDT)

Question 45

Approximately how many floor plans will be brought into the solution? (Submitted: Oct 10, 2019 3:19:27 PM EDT)

Answer

- If referring to the number of places that will utilize this software integration - it will initially be one (1) at the RTCC. However, the future vision is to have every BSO building and district have access to the system. If referring to how many buildings will share their video feeds with our RTCC, it is undeterminable as additional buildings can be added at anytime. (Answered: Oct 17, 2019 8:21:09 AM EDT)

Question 46

Server- What is the recommended HP model? (Submitted: Oct 10, 2019 3:19:46 PM EDT)

Answer

- Vendor must recommend server(s) based upon experience with video storage systems. (Answered: Oct 17, 2019 8:21:09 AM EDT)

Question 47

Rack- Is there a Rack depth limitation? (Submitted: Oct 10, 2019 3:19:59 PM EDT)

Answer

- There are no current restrictions with rack depth (Answered: Oct 17, 2019 8:21:09 AM EDT)

Question 48

KVM- What is the Model of KVM you are using? (Submitted: Oct 10, 2019 3:20:37 PM EDT)

Answer

- Vendor must recommend the KVM. (Answered: Oct 17, 2019 8:21:09 AM EDT)

Question 49

SQL- What is your preferred SQL Database Schema and vendor? (Submitted: Oct 10, 2019 3:23:24 PM EDT)

Answer

- Each responding vendor should have experience with creating database schemas based upon the type of database objects that will be encountered in this project. Each responding vendor may provide an anticipated or estimated outline of a schema for this project. Detail work on any database schemas will only begin with an approved vendor working with BSO staff during the discovery phase, and will be defined in the statement of work (SOW). (Answered: Oct 17, 2019 8:24:14 AM EDT)

Question 50

What is the brand name of your ELMO system? (Submitted: Oct 10, 2019 4:36:31 PM EDT)

Answer

- BI Total Access by Behavioral Interventions, a GEO Group is the software and vendor currently used. (Answered: Oct 17, 2019 8:24:14 AM EDT)

Question 51

By a system being an "Activator" mentioned for several systems throughout the request, it is Broward county's desire that this system activates an alert on the map? (Icon, Sound, etc)

In addition is Broward County looking for this activator to open other systems indicated as activators around it,

or just show them in proximity to the original activator? ie: A CAD alert occurs, do you want video in the area to open or just show there is available video with the option to open it? (Submitted: Oct 10, 2019 4:43:16 PM EDT)

Answer

- Yes, the desire is to have an activating occurrence alert users in the RTCC and geomap the incident location for the user (with the ability to lock for a user on an active incident in the event of multiple incidents) and also open other programs, including other activators. An active incident would open any VMS/cameras on premises, while also displaying icons for any other hardware within a predetermined distance of the incident location. The icons would permit access to hardware video, etc. but such access would not be automatic like the incident location would be. (Answered: Oct 17, 2019 8:24:14 AM EDT)

Question 52

For the Anticipated Feeds listed in section 1.3.1.4, are these IP camera or VMS feeds? If not what type of feeds would be contributed from these entities? (Submitted: Oct 10, 2019 4:45:05 PM EDT)

Answer

- Both; Some cameras and systems will be IP based; some will be within VMS. The system we are seeking has the ability to incorporate both to accommodate. (Answered: Oct 17, 2019 8:24:14 AM EDT)

Question 53

Section 1.3.1.7 BSOPics - Where does this data reside and what file form or Database is this stored in today? (CSV, SQL, Oracle DB, Excel, etc.) (Submitted: Oct 10, 2019 5:05:25 PM EDT)

Answer

- BSO proprietary (Answered: Oct 17, 2019 8:24:14 AM EDT)

Question 54

Section 1.3.1.11 BSO Warrants Database - Where does this data reside and what file form or Database is this stored in today? (CSV, SQL, Oracle DB, Excel, etc.) (Submitted: Oct 10, 2019 5:06:43 PM EDT)

Answer

- BSO proprietary (Answered: Oct 17, 2019 8:24:14 AM EDT)

Question 55

Section 1.3.2.5 What format are the DJJ Juvenile Records in? (Submitted: Oct 10, 2019 5:07:44 PM EDT)

Answer

- Maintained by the Department of Juvenile Justice, but in an existing ESRI layer. (Answered: Oct 17, 2019 8:24:14 AM EDT)

Question 56

Section 1.3.1.7 BSOPics - Where is the GPS data? In the picture or in a separate field? (Submitted: Oct 10, 2019 5:12:10 PM EDT)

Answer

- BSOPICS is a BSO database. It does not contain inherent GPS data but includes street addresses for reference is a GEOcoded system. (Answered: Oct 17, 2019 8:24:14 AM EDT)

Question 57

If the chosen vendor uses a concurrent license model, what is the maximum number of concurrent user licenses that would be anticipated? (Submitted: Oct 10, 2019 5:21:46 PM EDT)

Answer

- Initially, there may be as many as 20 users on the system at one time, however, the long term goal is to build a scalable system that will allow all deputies access to some or all aspects of the system. (Answered: Oct 17, 2019 8:24:14 AM EDT)

Question 58

1. What is the projected contract award date? (Submitted: Oct 11, 2019 9:44:03 AM EDT)

Answer

- BSO plans to award as soon as possible. (Answered: Oct 17, 2019 8:26:39 AM EDT)

Question 59

2. Will multiple vendors be awarded contracts for fulfilling specific requirements defined in the RFP?

(Submitted: Oct 11, 2019 9:44:14 AM EDT)

Answer

- Per Section #2 of Scope of Services, "It is anticipated that BSO will award all services to one (1) Proposer, however BSO reserves the right to award to more than one vendor." (Answered: Oct 17, 2019 8:26:39 AM EDT)

Question 60

Due to the number of unanswered questions we would like to request an extension to the due date. Could you please extend the due date until October 30th? (Submitted: Oct 13, 2019 6:08:45 PM EDT)

Answer

- At this time BSO will not be extending the RLI due date. (Answered: Oct 17, 2019 8:26:39 AM EDT)

Question 61

Is it possible for both Subcontractors and Prime's to use their Past Performance in this response? (Submitted: Oct 14, 2019 2:27:11 PM EDT)

Answer

- Yes both can be used. However, the Reference Form must clearly indicate whether it is a reference for the Subcontractor or the Prime. If the Reference is a reference for both the Prime and the Subcontractor, a separate Reference Form must be used for each. (Answered: Oct 17, 2019 8:26:39 AM EDT)

Question 62

1.3.2.19 BSO fixed post and Pole Cams

There is no indication of what VMS these two items are tied back to, can you please provide clarity. (Submitted: Oct 15, 2019 3:58:23 PM EDT)

Answer

- Currently, BSO "owns" access to a handful of VMSs containing roughly 550 cameras. Additionally, the RTCC has access to over 10,000 cameras of the Broward School Board, in addition to a number of other VMSs owned by third parties that provide us access. Additionally, we are in discussion with numerous outside entities to import their video feeds/VMSs into the RTCC. The desired system will have mechanisms to incorporate all. (Answered: Oct 18, 2019 11:29:38 AM EDT)

Question 63

Will we receive a documented API to systems we need to integrate like the video systems? (Submitted: Oct 16, 2019 1:43:32 PM EDT)

Answer

- BSO will provide documented API for BSO proprietary systems. BSO does not currently have the detailed API requirements for the vendor systems. (Answered: Oct 18, 2019 11:29:38 AM EDT)

Question 64

Can we see the RLI? (Submitted: Oct 16, 2019 1:43:56 PM EDT)

Answer

- Please contact BidSync at 800-990-9339 if you are having difficulty viewing and/or downloading the documents. (Answered: Oct 17, 2019 8:26:39 AM EDT)

Question 65

Section 4.5 Finance stability "can it be based on the parent company? (Submitted: Oct 16, 2019 1:44:59 PM EDT)

Answer

- Yes, but only if the parent company provides written documentation that it guarantees the performance and responsibilities of the proposer. This guarantee needs to be included with the submittal. (Answered: Oct 17, 2019 8:26:39 AM EDT)