



**CITY OF LEESBURG  
FLORIDA**

**REQUEST FOR PROPOSAL (RFP)**

**IFB TITLE: Digital Evidence Management System**

IFB Number:	<u>180232</u>	Contracting Buyer:	<u>Melanie Ortiz, Buyer</u>
Bid Due Date:	<u>March 15, 2018</u>	Pre-Bid Meeting:	<u>None</u>
Bid Due Time:	<u>2:00 P.M.</u>	Issue Date:	<u>February 14, 2018</u>

**Project Budget: \$30,000**

**Brief Description / Purpose**

**REQUEST FOR PROPOSALS  
No. 180232  
City of Leesburg, Florida**

The City of Leesburg is seeking to purchase a Digital Evidence Management system for use by the Police Department to store digital evidence related to Police Department activities and investigations.

**THE CITY REQUESTS A PREMISE BASED SOLUTION. CLOUD BASED OR SaaS SOLUTIONS WILL NOT BE CONSIDERED.**

Registered vendors may obtain a copy of the RFP online at [www.vendorregistry.com](http://www.vendorregistry.com). A copy may also be obtained by e-mailing a request to [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov) or by calling (352)728-9880.

Publish: Vendor Registry

**Solicitation Package Distribution**

The City of Leesburg utilizes Vendor Registry ([www.vendorregistry.com](http://www.vendorregistry.com)) as the ONLY official on-line bid management system to distribute solicitations, addenda and answers to questions. Solicitation information obtained from other sources may not be current or accurate and should not be relied on for submitting a response to a solicitation.

There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to [www.leesburgflorida.gov/purchasing/bids.aspx](http://www.leesburgflorida.gov/purchasing/bids.aspx) for further information.

Vendors are strongly encouraged to register (at no cost) with Vendor Registry to download solicitation documents. Should time not permit you to complete the registration process please contact the Purchasing Division at (352)728-9880 or by email at [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov) to obtain a solicitation document(s).

## SECTION 1 – SPECIAL TERMS AND CONDITIONS

### ST-1. **PURPOSE**

The purpose of this solicitation is to purchase a premise based Digital Evidence Management System. The System will be used by the City's Police Department for all digital evidence. The system shall include hardware and software.

### ST-2. **QUALIFICATIONS & ELIGIBILITY**

Companies submitting a response must be regularly engaged in the selling of the products or services required and requested in this solicitation document.

### ST-3. **PRE-PROPOSAL CONFERENCE – None**

### ST-4. **QUESTIONS, INFORMATION or CLARIFICATION**

**ALL** questions regarding this solicitation, including technical specifications or scope of work, shall be submitted in writing to the Designated Procurement Representative. To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action.

- a. Bidders are encouraged to use the question/answer feature of Vendor Registry for the submission of questions and requests for information. Should that not be possible, questions relative to interpretation of specifications, scope of services or the submittal process shall be addressed in writing to the Designated Procurement Representative at [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov).
- b. The deadline for questions is seven (7) business days prior to the solicitation due date. Does not include the day the solicitations are due.
- c. Any interpretation made to Bidders shall be expressed in the form of a written Addendum to the solicitation. Which, if issued, will be made available to all prospective Bidders no later than the three (3) business days immediately before the solicitation due date. Does not include the day the solicitations are due.
- d. Inquiries received after the deadline for questions may not be given any consideration at the discretion of the Purchasing Manager.
- e. It will be the responsibility of the Bidders to contact the Purchasing Division prior to submitting bids to ascertain if any addenda have been issued, to obtain all such addenda, incorporate addenda in their bid response and acknowledge said addenda on the appropriate form.

### ST-5. **INFORMATION OR CLARIFICATION**

Material changes, if any, to the scope of services or solicitation procedures will be valid only if transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal/offer shall be considered evidence the Offeror has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

**ST-6. METHOD OF AWARD - SINGLE AWARD**

It is the intent of the City to enter into a Furnish and Install Agreement with the top ranked proposer following the negotiation of a final design. The final Agreement will require approval by the City Commission at one of their regular meetings.

The City of Leesburg reserves the right to reject any or all Responses or any part of any Response, to waive any informality in any Response, or to re-advertise for all or any part of the work contemplated.

**ST-7. METHOD FOR SOLICITATION RESPONSE**

The Procurement Division shall receive responses to this Request for Proposals by the methods listed here no later than the due date and time established within the solicitation. Responses will not be accepted by any other means. Proposals must be provided in a commonly readable electronic format, preferably PDF, by either uploading through the City's e-Bid/RFx system or by physical delivery of the proposal on Electronic Media to the Procurement Division.

**a. ELECTRONIC SUBMISSIONS**

Upload completed proposals using the City's e-Bid/RFx system Vendor Registry. Vendors must have an established account in advance of uploading bid submissions.

**b. DELIVERED SUBMISSIONS**

Deliver submissions ON ELECTRONIC MEDIA to:  
City of Leesburg  
Procurement Division  
204 N. 5th Street  
Leesburg, Florida 34748

Allow sufficient time for transportation if using Delivered Submissions. Packages shall be clearly marked with the applicable solicitation number, title, and company name.

**ST-8. NOTICE OF RESPONSES RECEIVED**

RFP responses received from the approved participants by the appointed due date and time will be recorded and a List of Respondents will be made available. There will not be a public opening of the responses.

**ST-9. LEGAL REQUIREMENTS**

Federal, State, County, and local laws ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Respondent will in no way be cause for relief from responsibility.

**ST-10. BEST & FINAL OFFERS**

The City may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the proposer should not expect that the City will ask for best & finals. Therefore, proposer should submit their best offer based on the terms and conditions set forth in this solicitation.

**ST-11. CONTRACT NEGOTIATIONS AND ACCEPTANCE**

Proposer must be prepared for the City to accept the proposal as submitted. If proposer fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject proposal or revoke the award, and may begin negotiations with another proposer. No binding contract will exist between the proposer and the City until the City executes a written Agreement.

**ST-12. LIABILITY**

The Respondent shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance which may result from this RFP.

**ST-13. INSURANCE REQUIREMENTS**

Operator shall, at its own cost and expense, acquire and maintain (and cause any independent contractors, sub-contractors, representatives or agents to acquire and maintain) during the term with the CITY, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the CITY reserves the right, but is not obligated, to review Operator's deductible or self-insured retention, which may include requesting and reviewing Operator's most recent annual report or audited financial statement, and to require that deductible or self-insured retention be reduced or eliminated.

Specifically, Operator must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum four (4) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance coverage**, Comprehensive General Liability - The Operator shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations\*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. **Statutory Workers' Compensation Insurance coverage** in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida.

Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable.

If Operator is using its own property or the property of the City in connection with the performance of its obligations under this Agreement, then Property Insurance on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is required.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

**Other Insurance Provisions.**

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Operator will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the General Liability, and Property policies. In addition, when requested in writing from the City, Operator will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Leesburg  
Attn: Purchasing Division  
204 N. 5<sup>th</sup> Street  
Leesburg, FL 34749**

- b. Operator's insurance as outlined above shall be primary and non-contributory coverage for Operator's negligence.
- c. Operator reserves the right to appoint legal counsel to provide for their defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Operator's design, equipment, or service. Operator agrees that the City shall not be liable to reimburse Operator for any legal fees or costs as a result of Operator providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of this insurance shall not be construed as a waiver of Operator's, Contractor's independent contractors', representatives' or agents' obligation to provide the insurance coverage specified.

**ST-14. INDEMNIFICATION**

The Operator shall indemnify the City and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Operator and persons employed or utilized by the Operator in the performance of this Agreement. The liability of the Operator, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the Operator to indemnify the

City shall be limited to intentional misconduct or negligent acts, omissions, or defaults of the Operator; any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the City, its officers, agents and employees, provided however that the Operator shall not be obligated to indemnify the City against losses arising from the negligence, or willful, wanton, or intentional misconduct of the City, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional misconduct or negligent acts or omissions of the Operator, or any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

**ST-15. PRIOR CITY WORK**

If your firm has prior experience working with the City DO NOT assume this prior work is known to the evaluation committee. All firms are evaluated on the information contained in their proposal, information obtained from references, interviews, other sources, or presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

Prior work done for the City may be used as a reference submitted by the Professional if it is submitted within their proposal and similar to the work being requested in this RFP.

**ST-16. PROPRIETARY AND CONFIDENTIAL INFORMATION**

All RFP submittals delivered and accepted by the City becomes a public record, except as listed below. All material submitted becomes the property of the City and shall not be returned to the submitting entity. The City has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of a RFP package does not affect this right.

The City is governed by the Public Records Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a respondent submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled "trade secret". The City will maintain the confidentiality of such trade secrets to the extent provided by law. If a respondent labels all or most pages "trade secret", the Respondent may not be considered for award.

Also pursuant to Section 119.071 (c), F.S., financial statements, if provided, will be exempt from examination by anyone other than legally authorized County employees or agents. The City will maintain the confidentiality of such financial data to the extent provided by law.

By submission of a response to this RFP the responder agrees to hold harmless the City should any information marked as confidential and/or proprietary knowingly or unknowingly be released as the result of a public records request.

[END OF SECTION]

## **SECTION 2 – TECHNICAL REQUIREMENTS**

### **TR-1. INTENT OF THE SPECIFICATIONS**

The City is requesting for the most acceptable and responsive digital evidence management system that is best served for the needs of the Leesburg Police Department. The specifications are intended to be precise where a specific service is requested. The City reserves the right to make the decision on acceptability.

### **TR-2. TECHNOLOGY LOCATION**

The selected system must be premise (on-site) based only. The on-site locations are at the City of Leesburg Police Department or City Data Center. The City will not accept a cloud-based system or Software as a Service (SaaS) solution as an acceptable Digital Evidence Management.

**THE CITY REQUESTS A PREMISE BASED SOLUTION. CLOUD BASED OR SaaS SOLUTIONS WILL NOT BE CONSIDERED.**

### **TR-3. HARDWARE PURCHASE**

The City requests Respondents to provide pricing on the hardware required to implement the Digital Evidence Management System. The City does reserve the right to not purchase the hardware from the awarded Respondent but purchase the hardware from a third party to the specifications provided by the awarded Respondent.

### **TR-4. DIGITAL EVIDENCE MANAGEMENT SOLUTION (DEMS)**

The Leesburg Police Department currently does not have a Digital Evidence Management System (DEMS).

3.1 The minimum needs for the selected system are as follows:

3.1.1 A Digital Evidence Management Solution (DEMS) should be capable of storing all Digital Evidence (DE) in a user friendly, expedient method. Users should be able to quickly and accurately upload DE themselves, without the need for third party support. The ability to upload from mobile computer terminal (patrol vehicles) is preferred.

3.1.2 Uploading of digital photographs should be seamless and preserve all Exchangeable Image File (exif) data in a readily available text format. Batch uploads of all digital files, including video surveillance, interviews, documents, etc. is a must. Newly uploaded files (incoming evidence), should be placed in a hold queue pending review and acceptance by the digital evidence manager.

3.1.3 Smart phone application (app) use must also be considered. The user needs to be able to use their smart device to take photos, record video or audio files, etc. and have that DE uploaded to the DEMS by the user of the app. This App must be able to be opened and only collect the DE, and not be able to access any other data on an officer's mobile device; allowing for the DE to not be contaminated by any other media on that mobile device. The DE should be

saved on the device, in a temporary format only and automatically upload through the App once the device connects to the agency's secure network. Once a file has been uploaded, it should no longer be accessible/viewable on the mobile device. This needs be accomplished with a standalone application that is both Apple and Android compatible.

- 3.1.4 The system needs to have different levels of permissions for users, supervisors and administrators to assign and access the different types of cases containing DE. The DE should be viewable and manageable within the system. An option to download certain files should also be granted to those who have permission.
  - 3.1.5 The DE should be shareable though the use of expiring hyper-text links or a similar method that must be temporary in nature. The amount of time is dependent on the case or the procedures set forth. This would allow the case manager the ability to share the DE to outside entities such as Public Records requests, Prosecution, Public Defenders, and other Law Enforcement agencies.
  - 3.1.6 The DEMS should provide for an audit trail, logging of who has seen what, when, and how. The DEMS should be able to perform this audit trail automatically. The audit should be viewed as text and should include the person, what they viewed, and timestamp. The audit trail must be sufficiently detailed to stand as a record in a court of law.
  - 3.1.7 Finally, the DEMS should be able to automatically purge the DE according to established retention schedules. The DEMS should have the ability to set a schedule to automatically, and securely delete DE based on case type and retention criteria set forth by the administrators. Below are key criteria the DEMS should meet to be considered for use. The City requires a commercially available system with documented and verifiable premise installations. An expandable, local storage based solution is a must; however, the ability to move to or backup to cloud storage is important.
- 3.2 Below are key criteria the DEMS should must meet to be considered for use. The City requires a commercially available system with documented and verifiable premise installations. System must be expandable.
- 3.2.1 Storing digital evidence (DE) in multiple file formats, either in standard or proprietary media. The DEMS should be able to store, play or view, and then share all file formats by allowing storage and use of proprietary codecs. It is uncertain what type of file format the evidence will arrive in.
  - 3.2.2 Enhancing file images when required. Have a tool that is built in that allows for zooming, cropping, image stabilization, etc. for the enhancement of images, videos, etc. The DEMS must retain the original file/image of any image that is altered for enhancement purposes.



- 3.2.3 Retrieving/playing back DE from multiple file formats, either in standard or proprietary media. The DEMS should be able to store, play or view, and then share all file formats by allowing storage and use of proprietary codecs. It is uncertain what type of file format the evidence will arrive in.
- 3.2.4 Provide tools for redacting digital images, video, and audio files. Redaction software tools should be capable of blurring faces or other objects then following the selected face/object throughout the video. Frame by frame redacting is unacceptable. Redaction software tools also should provide for the disguising of voices in video and audio recorded files.
- 3.2.5 Maintaining historical tracking of all enhancements, edits, redactions, and transactions (access, view, download) and providing audit reports of historical tracking. All historical actions must be annotated with date/time, system user information (metadata) and be available to easily print as a report for presentation at trial, when necessary.
- 3.2.6 Maintain evidence integrity. The solution should certify that the original DE remains unchanged throughout out the tracking process. Provide write-blocking to the DE so that the DE cannot be changed once it is uploaded.
- 3.2.7 Able to encrypt evidence with standard 256-bit encryption. Encryption keeps DE safe, and prevents hackers from seeing or changing the DE.
- 3.2.8 Synchronizing separate video and audio files of the same evidence. The DEMS should be able to keep the audio and video tracks synched, so that when someone is talking, you hear their voice.
- 3.2.9 Querying DE records based on user-defined criteria (searching by report number, date, address, agency, owner, persons involved etc.) across the entire database. The ability to search across the entire cloud for certain user defined criteria. Such as report/incident numbers, dates, names, addresses, etc.
- 3.2.10 Ability to identify all DE with standard report case number (not individual system ID numbers). All DE should have a report number at their root. For example: report 15-123, once searched by someone with proper permissions, will display the entire DE for that report. Each DE file within a report number should then have an individual item number to facilitate responding to requests.
- 3.2.11 Uploading DE directly into the DEMS solution. The DEMS should have the ability to automatically upload. For example: Using patrol photos taken on a SD Card.: The officer removes the SD card from his/her camera and plugs it into their laptop in their car. They then open the DEMS and fill out the proper information. The DEMS looks to the SD card, renames the photos in the proper naming scheme, and uploads the photographs to the proper location within the

DEMS. The DEMS then reformats the SD card and ejects it. The ability for Officer uploading must be a simple, turn-key solution.

- 3.2.12 Handling at a minimum of 20 users at the same time without any system performance degradation. Having a DEMS that is capable of performing all the tasks required by all the users at the same time without any slow-downs, “hiccups”, or other issues is very important for users.
- 3.2.13 Uploading DE in *batch mode*. Using batch mode will allow the user to quickly upload large numbers of digital files to the DEMS. The same applies to downloading; the ability to download all digital files associated with a case with just one click, or to archive those files onto a CD/DVD.
- 3.2.14 Although it is not required (but preferred), the DEMS should interface with our existing RMS to either allow viewing of files within RMS or, at a minimum, indicate in RMS that there are digital files associated with the case.
- 3.2.15 Duplicating DE file for editing purposes, keeping the original DE file intact. Upon request, the DEMS should be able to make an exact copy of the DE for use as a “working” copy for investigators to use.
- 3.2.16 Able to detect DE alteration from original point of DE capture at the time of upload. Using something like hash verification (MD5 for example) that verifies the integrity of the evidence and alerts the case manager if something has changed with the original DE. DE integrity reports should be readily accessible and printable for presentation at trial when necessary.
- 3.2.17 Permanently deleting DE from system when necessary (retention). The DEMS should automatically purge DE according to retention schedules and procedures.
- 3.2.18 Sending email alerts to case managers on activity of their cases.
- 3.2.19 Archiving DE files to a storage system. An archive file is a file that is composed of one or more computer files along with metadata. Archive files are used to collect multiple data files together into a single file for easier portability and storage, or simply to compress files to use less storage space.
- 3.2.20 Allowing system administrators to make security permission changes at the security group and system user levels.
- 3.2.21 Accommodating multiple level training methods, including hands-on classroom and web-based training.
- 3.2.22 Uploading DE directly from Smart mobile Devices. Using smart phones to collect the DE and automatically upload it to the proper location.

- 3.2.23 Permanently deleting DE from Smart Mobile Devices. Securely and permanently deleting DE from the smart device after upload.
  - 3.2.24 Sharing DE both inner agency and outer agency with hypertext weblinks that expire or temporary outside server access. The user should be able to generate a web link (http) that they can email (or otherwise share) to others. The link should have a time limit on how long it will work.
  - 3.2.25 Changing the expiration time of weblinks on individual cases / crime types.
  - 3.2.26 Being Microsoft Active Directory (MS-AD) aware. The user should be able to generate a web link (http) that they can email (or otherwise share) to others. The link should have a time limit on how long it will work.
  - 3.2.27 Authenticate users access DEMS via standard web browsers (IE, Chrome, Safari, Firefox) that are not utilizing Microsoft Active Directory. Access to the DEMS for people who are not on a domain computer, they can access the DEMS via web.
  - 3.2.28 Uploading DE directly from an SD card, USB drive, CD, or other removable storage device card via a computer terminal without saving to computer.
  - 3.2.29 Take in Public Disclosure Requests (PDR)/Discovery requests electronically (no email 'photo lab@...'). Have an 'inbox' for the case manager that alerts him/her to a request for their stored DE.
  - 3.2.30 Making and editing digital forms.
  - 3.2.31 Uniquely identifying and tracking each DE item record with a sequential identification number, and link each DE record to a report number.
- 3.3 Software Licensing: All software provided by the offeror for installation on or within the System shall be subject to the following provisions.
- 3.3.1 The offeror understands the City provides documents/images/information collected and maintained for Public Disclosure Requests. Software delivered hereunder will be used in the delivery of these services. The offeror acknowledges and agrees that said use of software products for such use is acceptable under the licensing terms contained herein.
  - 3.3.2 Software Ownership. The offeror as Licensor hereby warrants and represents to the City as Licensee that offeror is the owner of the software and licensed programs delivered has the right to grant to the City the license to use the software and licensed programs without violating any rights of any third party,

and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by the offeror.

- 3.3.3 Software Documentation. The offeror will provide one copy of all pertinent documentation for each system program licensed herein. All documentation shall be delivered with or before delivery of the software.
  - 3.3.4 Software Maintenance, Upgrades and Enhancements. Software provided by the offeror shall be the most current version (release level) of the software at the time of delivery to the City. The offeror shall make available to the City the option to license later versions of the software, as such later versions (or releases) become commercially available.
  - 3.3.5 Correction of Software Malfunction. The offeror shall provide a correction service at no additional cost to the City for any error, malfunction, or defect, if any, in the offeror supplied software which, when used as delivered, fails to perform in accordance with the City's officially announced technical specifications as listed in the RFP and/or the offeror's proposal, and those which the City shall bring to offeror's attention. The offeror shall undertake such correction service in a timely manner.
  - 3.3.6 Software and Hardware Upgrades. The offeror agrees that if the manufacturer of the System software and/or hardware components, features, releases upgrades or major changes to the System purchased pursuant to this Agreement, the offeror shall offer to the City the option to acquire and implement such enhancements and updated versions or new releases as they become available.
- 3.4 This list is not concrete. Lesser or greater options can be considered. However, these are the criteria that are necessary for a long-term, expandable DEMS. Thinking of the future and not necessarily what is needed now, this list serves as a starting point for a DEMS that is user friendly, secure, accessible, feature rich, customizable, robust, and malleable.

[END OF SECTION]

**SECTION 3 – SUBMITTAL FORMAT & EVALUATION**

**ES-1. EVALUATION CRITERIA AND WEIGHTING**

<b>EVALUATION CRITERIA</b>	<b>WEIGHTING</b>
<b>Features and Function</b> - Ability of product to meet the requirements of the City of Leesburg Police Department	35 weight
<b>Implementation Plan</b>	10 weight
<b>Training Plan</b>	10 weight
<b>System Upgrades &amp; Enhancements</b>	10 weight
<b>Pricing</b>	30 weight
<b>References</b>	5 weight
<b>Total Weight Score Possible</b>	100 weight
<b>BASE POINTS AVAILABLE (Ranking 0-10 multiplied by weight)</b>	1000 Base Points
<b>Local Vendor Preference</b> a. Tier I Local Vendor – Within Leesburg city limits or a Leesburg utility customer – Receives ten (10) Points b. Tier II Local Vendor – Not a Tier I Local Vendor but within a 20-mile radius of the intersection of Main / 14th Streets – Receives four (4) Points, Awarded to qualifying vendors in addition to the base points.	10 points Maximum
<b>BONUS POINTS AVAILABLE</b>	10 points

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## ES-2. PROPOSAL FORMAT

### **PROPOSAL DOCUMENT FORMAT**

**Title Page.** The Title page shall provide the request for proposals' subject, the company's name, the name address and telephone number of contact person, and the name, address, principal place of business and telephone number of legal entity with whom the contract is to be written.

**Letter of Transmittal.** This letter will summarize in a *brief and concise* manner the following:

- Proposer's understanding of the scope of work and make a positive commitment to timely perform the work.
- The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
- The Letter of Transmittal must be signed by an authorized agent of the company and indicate the agent's title or authority.

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### **SECTION A**

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**BACKGROUND AND QUALIFICATIONS** – Provide information on your company's background and qualifications in the Digital Evidence Management Systems market.

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### **SECTION B**

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**IMPLEMENTATION PLAN** - Once order is placed with successful Respondent. Explain in detail your proposed implementation plan. Include an overall project plan for the implementation.

**TRAINING PLAN** – Explain in detail your plan for training all users in the Police Department in the use of the selected system. Address officers shift schedules.

**SYSTEM UPGRADES/ENHANCEMENTS** – Describe how upgrades to the premise based solution are accomplished. Be sure to include the frequency of patches, upgrades and enhancements. Describe how those upgrades pushed out to mobile devices used by field personnel.

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### **SECTION C**

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**DETAILED PRICING** – Provide your pricing proposal for the proposed solution. Pricing should be detailed and include at a minimum:

**HARDWARE COSTS** – Detail the cost of any hardware required to implement an on-site premise based solution. All hardware must be listed with a cost for each component.

**TOTAL FIRST YEAR COSTS** – This cost element will include costs for the software, hardware, installation, training and implementation services if applicable. Define the license model, i.e. is it annual license unlimited users, seat license, etc.

**YEARLY LICENSE, MAINTENANCE AND SUPPORT** – Detail the on-going annual costs for support and maintenance following the first year of installation.

**ADDITIONAL FEES** – Provide a schedule of fees for any available training that is not included in the implementation. Include any other services offered by your company in support of this solution.

The City may request additional clarification from Respondents for any pricing element that may not be clear.

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## SECTION D

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**REFERENCE PROJECTS** – Provide a list of at least three (3) similar and recent Digital Evidence Manage Systems projects your company has completed. **REFERENCE PROJECTS MUST BE FOR A PREMISE BASED SOLUTION.** Cloud solutions are not acceptable.

**CITY FORMS** – Include the Respondents Certification/City Forms in this section.

### ES-3. EVALUATION PROCESS

#### a. Procurement Review

- i. The Designated Procurement Representative will accomplish pre-evaluation tasks to verify compliance with the basic solicitation requirements. This verification will include, but is not limited to the review of all stated RFP requirements and supporting documentation in accordance with the stated response format; and Reference Surveys.
- ii. Purchasing will provide responsive and responsible solicitation packages to the Technical Evaluation Panel (TEP) which shall consist of at least 3 members, but not more than 5 members for their review and consideration.

### ES-4. RANKING METHODOLOGY

The TEP members will score responses independently through raw scores which will be converted to ordinal scores by the Purchasing Division.

#### a. Raw Scores:

- i. TEP members will score each respondent 0 through 10 (10 being the highest score) on each criteria. The members score for each evaluation criteria will be multiplied by the criteria weight resulting in a raw score points. The total raw score points obtainable is specified in the Evaluation Criteria table. Identified

Potential Bonus Points will be added to the total raw points for all weighted criteria. Each total raw point scored will be converted to an ordinal score or ranking.

- ii. Ordinal Scores are determined as the order of preference based on the individual TEP member's raw scores point totals.
  - iii. The highest raw score will receive an ordinal score of 1; the 2<sup>nd</sup> highest raw score will receive an ordinal score of 2, and so on.
  - iv. The individual ordinal score for each TEP member for each respondent will be added together for a total ordinal score.
  - v. The lowest total ordinal score for all TEP evaluations will be ranked as #1, second lowest ranked as #2 and so on.
- b. **The TEP will meet to discuss the responses, scoring, ranking, and any other issues related to the project. TEP members have an option to either:**
- i. Adjust their scoring based on the TEP's discussion;
  - ii. Re-rank respondents based on the TEP's discussion; or
  - iii. Determine a ranking by the consensus of the TEP.
  - iv. Discussion may or may not be conducted with Respondent's for clarification purposes.
  - v. The TEP may prepare a "shortlist" of highest ranked Respondent's depending on the number of Respondents and analysis of the final scoring.
- c. The City reserves the right to change the scoring methodology from ordinal to total points or average of evaluator scores methods.

#### ES-5. FINAL RANKING

The Final Ranking as determined by the Evaluation Committee will be presented to the Leesburg City Commission for approval. Upon approval of the Final Ranking the City and its stakeholders will begin working with the Vendor to finalize the management system.

**It is the responsibility of each Respondent to ensure their proposal includes sufficient information to address the qualifications requested/required and each of the Evaluation Criteria listed.**

[END OF SECTION]



## SECTION 4 - GENERAL TERMS AND CONDITIONS (RFP or RFQ)

### GT-1. DEFINITIONS

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Contract:** The Agreement to perform the services set forth in this solicitation.
  - 1.2.1. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the Agreement.
- 1.3. **Professional:** The vendor to whom award has been made.
- 1.4. **City:** Shall refer to City of Leesburg, Florida.
- 1.5. **Contract Documents – Purchase of Goods:** The agreement to provide the goods set forth in this solicitation. The contract will be comprised of the solicitation document signed by the Proposer with any addenda and other attachments specifically incorporated and a City purchase order
- 1.6. **Firm:** A general reference to any entity responding to this solicitation or performing under any resulting Agreement, also includes vendor, contractor, respondent, offeror, etc.
- 1.7. **Interested Party:** The terms professional, contractor, vendor, firm, company, offeror, respondent, consultant, etc. may be used interchangeably in this document. Each reference when used refers to any entity that is participating or is interested in participating in this solicitation.
- 1.8. **In Writing –** By means that are not ‘verbally’ spoken. Acceptable methods of submitting something in writing is through e-mail or through the electronic bid system, *Vendor Registry*, currently used by the City.
- 1.9. **Modification:** A written change to the terms of a contract.
- 1.10. **Official Purchasing Time:** The Official Purchasing Time shall be that time reflected on the digital clock located in the Purchasing Office and labeled ‘Official Purchasing Time’. This clock shall be used for all time deadlines related to City purchasing solicitations.
- 1.11. **Offer, Submittal, Proposal or Response:** Shall refer to any response submitted in regard to this Solicitation that if accepted would bind the Respondent to perform the resultant Contract.
- 1.12. **Responsible:** Refers to a Respondent that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.13. **Respondent:** Shall refer to anyone submitting a response to a Request for Proposal (RFP) or Request for Qualifications (RFQ).
- 1.14. **Responsive:** Refers to a Respondent that has provided the requested information in the specified format and has taken no material exception to the terms, conditions, and specifications set forth in an RFP or RFQ. Their submittal conforms to the instructions and format specified in the solicitation document.
- 1.15. **Solicitation:** The written document requesting proposals, responses, statements of qualifications or submittals from interested parties. The solicitation document generally details the scope of work, specification, terms and conditions, and solicitation requirements.
- 1.16. **Language:** The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with the mandatory requirements of the Solicitation. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are

permissive in nature.

## GT-2. INSTRUCTIONS TO RESPONDENTS

- 2.1. **Addenda** – The Purchasing Division may issue an addendum in response to any inquiry received, prior to the time designated for receipt of the solicitation response, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Respondent should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Respondent responsibility to ensure receipt of all addenda and any accompanying documentation. The Respondent is required to submit with its offer a signed “Acknowledgement of Addenda” when any addenda have been issued. Failure to acknowledge each addendum may prevent the offer from being considered for award.
- 2.2. **Respondent Eligibility** – It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:
  - 2.2.1. Have NO delinquent indebtedness to the City of Leesburg or other federal, state, or municipal agencies;
  - 2.2.2. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
  - 2.2.3. Be able to comply with the required or proposed delivery or performance schedule;
  - 2.2.4. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
  - 2.2.5. Have a satisfactory record of integrity and business ethics; and
  - 2.2.6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 2.3. **Contents of Solicitation and Respondents’ Responsibilities** – It is the responsibility of the respondent to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Respondent will not be accepted as a basis for varying the requirements of the City of the amount to be paid to the vendor.
- 2.4. **Request for Additional Information** - Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in

writing to the attention of the procurement representative identified in the solicitation **no later than seven (7) days prior to the bid opening date.** *Oral answers will not be authoritative.*

- 2.5. **Requests/Questions** – Interested firms are encouraged to submit their questions electronically through *Vendor Registry*. If this is not possible questions may be submitted via e-mail at [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov). You must reference the solicitation number in the subject line. All requests for information or questions should be clearly marked and must be received no later than the time and date indicated on the summary sheet.
- 2.6. **Restricted Discussions** – From the date of issuance of this solicitation until final City action (contract execution), vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- 2.7. **Questions Regarding Specifications or Submittal Process** - To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action.
- 2.7.1. All questions relative to interpretation of specifications, scope of services or the qualifications submittal process shall be addressed **in writing** as indicated below, in ample time before the period set for the receipt and opening of the proposals. No inquiries, if received after the deadline for questions will be given any consideration. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the solicitation which, if issued, will be made available to all prospective Respondents no later than five (5) days before the date and time set for receipt of the Responses.
- 2.7.2. It will be the responsibility of the Respondent to contact the Purchasing Division prior to submitting to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the submittal.

**GT-3.Award** – Award may be made to the source which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City will be the sole judge of its best interest.

**GT-4.Assignment** – The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

**GT-5.Cancellation of Solicitation** – The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

- GT-6. City is Tax Exempt** - The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The City will provide an exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.
- GT-7. Collusion Among Firms** - Where two (2) or more related parties, as defined herein, each submit a response for the same contract, such responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.
- GT-8. Conflict of Interest** - The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all respondents must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Respondents firm or any of its branches.
- GT-9. Conflicts within the Solicitation** – Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Statement of Work/Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Price Section, the Statement of Work/Specifications, the Special Terms & Conditions, and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.
- GT-10. Continuation of Work** – Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.
- GT-11. Contract Extension** – The City has the unilateral option to extend any contract resulting from this solicitation for up to ninety (90) calendar days beyond the current contract period. In such event, the City will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the City and the vendor(s). Exercise of the above options requires the prior approval of the Purchasing Manager.

- GT-12. **Cost of Preparing Proposal** - All costs incurred by the Respondent for proposal preparation and participation in this competitive procurement process shall be the sole responsibility of the Respondent. The City of Leesburg will not reimburse any Respondent for any such costs.
- GT-13. **Copeland "Anti-Kickback" Act** - The Consultant must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.
- GT-14. **Disputes** - In case of any doubt or differences of opinion as to the services or items to be furnished hereunder, the decision of the City of Leesburg Purchasing Division shall be final and binding on both parties.
- GT-15. **Execution of Contract** – The firm to whom a Contract is awarded will be required to execute two (2) original contract documents within ten (10) days from the date of Notice of Recommendation for Award, and deliver these executed instruments to the City of Leesburg Purchasing Division.
- GT-16. **Governing Law/Jurisdiction** – The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract(s).
- GT-17. **Interpretation of Contract Documents** - Each Respondent shall thoroughly examine all other documents comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Respondent should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation thereof to Purchasing Division by email to: [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov), at least seven (7) days before the date of the formal opening of Responses in order that appropriate addenda may be issued by the Purchasing Manager, if necessary, to all prospective Respondents.
- 17.1. Any such interpretation will be made only through the issuance of a written addendum, a copy of which will be so mailed or delivered to each prospective Respondent who has submitted Response documents. The Purchasing Manager will not be responsible for oral interpretation given either by him or by a member of his staff, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Respondent to direct the attention of the Purchasing Manager to errors or discrepancies will not relieve the Respondent, should he be awarded the contract, of responsibility of performing the services to the satisfaction of the City of Leesburg.
- GT-18. **Acceptance of Services** - The material and/or services provided under any contract awarded in accordance with this solicitation shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City. Materials and/or services must comply with all the terms herein. In the event the material and/or service supplied to the City is found to be defective

or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller. Materials shall be returned to the seller at the seller's expense. The City may take up to **fifteen (15) days** to complete their inspection of materials or services. The inspection period will be used to determine if the item meets the specifications requested and is fit for its intended use. Payment will be authorized upon final acceptance.

GT-19. **Liability** - The vendor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order or Agreement which may result from this Solicitation.

GT-20. **Non-appropriation** – The vendor understands and agrees any and every Agreement is subject to the availability of funds to the City to purchase the specified services. As used herein, a “non-appropriation” shall be defined as an occurrence wherein the City, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to any Agreement, from the source of funding which the City anticipates using to pay its obligations hereunder, and the City has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under Agreement. The City may terminate an Agreement, with no further liability to the vendor, effective the first day of a fiscal period provided that:

20.1. a non-appropriation has occurred, and

20.2. The City has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.

20.3. Upon the occurrence of such non-appropriation the City shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

GT-21. **Prompt Payment** - It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

GT-22. **Protests** – Protests must be submitted in writing, electronic mail is acceptable, to the Purchasing Manager at 204 N. 5<sup>th</sup> Street, Leesburg, FL 32748 no later than **three (3) business days** following the day the Notice of Recommendation for Award is issued and posted to Vendor Registry. The written protest must specifically state the reason for the protest and exactly what is being protested. The written protest should also state the desired action to be taken by the City. Protests received after the deadline will not be considered. The Purchasing Manager will issue a written response to protests no later than **seven (7) business days** from the day it is received. In case of a protest the determination and decision of the City of Leesburg Purchasing Division shall be final.

GT-23. **Public Entity Crimes** – Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public

entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

**GT-24. Public Records Law** – The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all bid responses submitted.

**GT-25. Qualifications of Respondents** - The City of Leesburg reserves the right before awarding the contract, to require the respondent to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

25.1. The respondent is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Consultant will in no way relieve him of responsibility.

25.2. Any respondent may be required to show to the complete satisfaction of the City of Leesburg that he has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.

25.3. Respondents must possess any and all required licenses to perform and complete the work necessary in this project. The respondent must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

**GT-26. Registration** – Any vendor being recommended for an award or purchase from this solicitation is required to register with the City's on-line vendor management system. That on-line system is powered by Vendor Registry and can be accessed by navigating to [www.leesburgflorida.gov/purchasing](http://www.leesburgflorida.gov/purchasing) and select the Vendor Registry icon. There is no cost to register. Following issuance of the Notice of Recommendation for Award (NORA), the recommended vendor will be provided instructions on how to register with Vendor Registry. Registration must be completed prior to any work or purchases be made under the Contract.

**GT-27. Responsibility of Respondent to Inform Himself as to All Conditions Relating To Project**

- The respondent, by and through the submission of his response, agrees that he shall be held responsible for having theretofore examined the site, the location and/or route of all proposed work and for having satisfied himself as to the character of such location and/or route of surface and underground obstructions, the nature of the ground and water table conditions and all other physical characteristics of the job, in order that he may include in the prices which he proposes, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.

GT-28. **Responsiveness** – Responses shall conform in all material respects to the solicitation in order to be considered for award. Any response which fails to conform to the solicitation’s essential requirements may be rejected. An effective bid/proposal will be formatted to the solicitation specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The bid/proposal must demonstrate to the City that the respondent is highly qualified with regard to each requirement in the solicitation.

GT-29. **Right to Accept or Reject Submittals** – Submittals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the City of Leesburg (also see the solicitation Definitions).

29.1. The City of Leesburg does not bind itself to accept the lowest price for the minimum specifications stated herein, but reserves the right to accept any response which in the judgment of the City will best serve the needs and interests of the City of Leesburg. If, at the time this contract is to be awarded, the lowest Cost Response submitted by a responsible Respondent having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the City as available to finance the contract; the contract will be awarded for that Respondent. If such lowest Cost exceeds such amount, the City may reject all Responses or may award the contract on the lowest Cost Response less such deductible alternates or schedules of work which are listed in the Cost Proposal Forms, as produces a net amount which is within the available funds.

GT-30. **Rules, Regulations and Licenses** – The awarded vendor shall comply with all federal, state, county, and local laws ordinances, rules and regulations applicable to the provision of the goods and/or services specified in this solicitation. Lack of knowledge by the vendor will in no way be relief from responsibility.

30.1. The contractor will at its expense defend the City against a claim that the system software, hardware or documentation supplied hereunder infringes a U.S. or foreign patent or copyright, or that the system’s operation pursuant to a current release and modification level of any programming supplied by the Contractor infringes a U.S. or foreign patent or copyright. The Contractor will pay resulting costs, and attorney’s fees finally awarded provided that the City promptly notifies the Contractor in writing of the claim and the Contractor has sole control of the defense and all related settlement negotiations. If such claim has occurred or in the Contractor’s opinion is likely to occur, the City agrees to permit the Contractor, at its option and expense, either to procure for the City the right to continue using the system or to replace or modify the same so that they become non-infringing and functionally equivalent. The foregoing states the entire obligation of the Contractor with respect to infringement of patents and copyrights.

GT-31. **Signature of Respondent** - The Respondent vendor shall sign the proposal response form (Proposers Certification) in the space provided for the signature. If the vendor is an individual, the words, "Doing Business As (business name)", or "Sole Owner" shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the firm name and the words, "Member of Firm", should be written beneath such signature. If the vendor is a corporation, the title of the office signing the Response in behalf of the corporation shall be stated and evidence of his authority to sign the Response shall be submitted. The vendor shall state in the Response the name and address of each person interested herein.



- GT-32. **State Registration Requirements** – Any corporation submitting a proposal in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State’s Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).
- GT-33. **Subcontracting** – Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without prior written consent of the City. The ability to subcontract may be further limited by the ability to subcontract may be further limited by the Special Terms and Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.
- GT-34. **Time Allowed** – Professional will provide services in an expeditious manner which meets the mutually agreed upon schedule.
- GT-35. **Wage Rates/Equal Employment Opportunity** - Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The Contractor must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.
- GT-36. **Withdrawal of Proposal** - Any response to this Solicitation may be withdrawn **prior** to the due date and time specified in the solicitation document and as revised by any addenda. Parties wishing to withdraw their response may do so by stating such in writing and making arrangements to have said response picked-up from the Purchasing Division. The written request must state to whom the City is authorized to release the response. The City will not make arrangements to return a response either by United States Postal Service or 3<sup>rd</sup> party courier. Retrieval of the response is the responsibility of the responding party.

[END OF SECTION]

**Complete ALL the forms in this section and submit them in a sealed envelope as your bid response.**

General Respondent Information			
Company Name:			
Physical Address:			
Mailing Address:			
Phone No.:		FEIN No.:	
Email Address:			
Financial Status: <input type="checkbox"/> Poor <input type="checkbox"/> Good <input type="checkbox"/> Excellent		No. of Years in Business:	
No. of Personnel Currently Employed:		No. of Personnel Available for this Project:	
<b>Principal Name</b>		<b>Title</b>	
Describe the type of work normally performed by your company:			

Provide information regarding who may be contacted regarding this response.

Primary Contact	
Name:	_____
Title:	_____
Address:	_____
Phone No.:	_____ Mobile Phone No.: _____
Email Address:	

**RESPONDENT'S CERTIFICATION**

By signing and submitting this bid or proposal the respondent attests and certifies that:

- It satisfies all legal requirements (as an entity) to do business with the City.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the City that the vendor has the capacity and capability to successfully perform the contract.
- The Offeror hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this document and any contract(s) and/or other transactions required by award of this solicitation.
- I have carefully examined the full solicitation document and any other documents accompanying or made a part of this solicitation.
- I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates offered in my response. I agree that my offer will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the solicitation and/or resulting contract.
- All information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the proposal.
- Having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the bid or proposal.
- The following listing states any clarifications, any and all variations from and exceptions to the requirements and/or special terms and conditions. Taking exception to the General Terms and Conditions is NOT permitted and may result in your proposal being deemed non-responsive and disqualified.
- The work, services, or goods will be provided in strict accordance with the requirements of this solicitation, and understands that any exceptions to the requirements of the specifications and documents may render the bid or proposal non-responsive.

**NO EXCEPTIONS WILL BE ALLOWED AFTER THE RESPONSE IS SUBMITTED.**

Please check one:

I take NO exceptions

I take the exceptions listed here:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

**ADDENDUM ACKNOWLEDGMENT**

No Addendum were issued.

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:

**FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT SIGNIFICANTLY AFFECTS THE RESPONSE MAY BE CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF THE RESPONSE.**

---

**CERTIFICATION SIGNATURES**  
(this section must be completed and signed.)

\_\_\_\_\_  
**Name of Business**

\_\_\_\_\_  
**Telephone Number**

**By:** \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**e-mail Address**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**City, State, Zip Code**

*[Rest of page left intentionally blank]*

**BUSINESS REFERENCES**

Provide at least three (3) business references for EXISTING customers whom you provide the same or similar products or services. You must use this form. Attaching a separate listing may cause your bid to be deemed non-responsive and rejected.

<b>CUSTOMER REFERENCE</b>	
<b>Contact Person:</b>	
<b>Contact E-mail:</b>	
<b>Contact Phone:</b>	
<b>Customer Since (Date):</b>	
<b>Description and Value of Work:</b>	
<b>CUSTOMER REFERENCE</b>	
<b>Contact Person:</b>	
<b>Contact E-mail:</b>	
<b>Contact Phone:</b>	
<b>Customer Since (Date):</b>	
<b>Description and Value of Work:</b>	
<b>CUSTOMER REFERENCE</b>	
<b>Contact Person:</b>	
<b>Contact E-mail:</b>	
<b>Contact Phone:</b>	
<b>Customer Since (Date):</b>	
<b>Description and Value of Work:</b>	