City and County of San Francisco

RFP 96300

Request for Proposal for

BODY WORN CAMERAS PROJECT

Office of Contract Administration
1 Dr. Carlton B. Goodlett Place, Room 430
San Francisco, CA 94102-4689

Tentative Schedule

Date Issued: October 1, 2015
Pre-proposal Conference: October 14, 2015, 10 a.m.
Proposal Due: October 30, 2015, 2 p.m.
# Request for Proposal for Body Worn Cameras Project

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### Appendices:

A. Sample Software Contract
B. Insurance Requirements
C. Standard Forms
   - Lists Internet addresses of Required Forms for: Taxpayer ID Number and Certification, Business Tax Declaration, and Chapters 12B, 12C, and 14B of the S.F. Administrative Code.
D. Draft - SFPD Body Worn Camera Policy
E. Cost Proposal Form
F. Requirements Checklist
I. INTRODUCTION AND SCHEDULE

A. Introduction

The City and County of San Francisco’s Police Department (SFPD) is soliciting proposals from qualified Vendors to provide a turnkey, cloud-based Body Worn Camera (BWC) and Video Management Solution (VMS) for approximately 1800 officers.

The BWC System shall be a tool to demonstrate SFPD’s commitment to transparency, ensure the accountability of its members, increase the public’s trust in officers, and protect its members from unjustified complaints of misconduct.

The awarded Vendor will be expected to provide the City and County of San Francisco (City) with a complete BWC system solution that will include, but is not limited, to the following: body cameras (hardware), hosted video storage, video management software, configuration, implementation, training services and ongoing maintenance support services, throughout the term of the contract. It is estimated that each officer will record an average of 400 hours a year.

Vendors providing partial solutions (e.g. storage only or hardware only) will not be considered for contract award.

The Vendor may also be called upon to provide other related support services during the term of the Agreement (“Agreement”). Such services will be at the discretion of the City. The term “Vendor” shall refer to any legal entity or entities submitting a proposal in response to this Request for Proposal (“RFP”).

B. Anticipated Contract Term

The term of this contract is anticipated to be for a base period of two (2) years, with the option to extend for an additional four (4) years, for a total maximum of six (6) years, at the City’s sole and absolute discretion. The City reserves the right to commence, close, reduce or extend Vendor services at any time in response to changing needs.

C. Tentative Schedule

The City has established the following target dates for issuance, receipt and evaluation of proposals in response to this RFP. The following dates are tentative, non-binding, and are subject to change without prior notice:

- Advertisement of RFP ................................................................. 10/01/15
- Pre-proposal Conference .......................................................... 10 am, 10/14/15
- Deadline for Vendors to Submit Questions ................................. 10/16/15
- Deadline for Vendors to Submit Proposals ................................. 2 pm, 10/30/15
- Short-Listing Notification ............................................................ 11/17/15
- System Demonstration .............................................................. 12/03/15
- Final Award ............................................................................. 02/10/16
II. BACKGROUND

The City, like other municipalities, is seeking to improve its service to the public by outfitting its police force with body worn cameras. The SFPD is committed to excellence in law enforcement and is dedicated to the people, traditions and diversity of our City. In order to protect life and property, prevent crime and reduce the fear of crime, the SFPD will provide service with understanding, response with compassion, performance with integrity, and law enforcement with vision.

The SFPD proposed a package of initiatives to increase public safety and implement police reforms including accelerated hiring, increased civilian oversight, more training for officers and deploying body worn cameras for every SFPD police officer on the street. By establishing a BWC program, SFPD will demonstrate its commitment to transparency, ensure the accountability of its members, increase the public’s trust in officers, and protect its members from unjustified complaints of misconduct.

III. PRODUCT SPECIFICATIONS

Project overview

It is important to the City that the proposed BWC system solution possess law enforcement-specific functionalities.

The BWC will be given to approximately 1,800 officers who will be located in fifteen (15) locations, including ten (10) District Stations, Police Headquarters, Department Operations Center, Academy, San Francisco International Airport, plus the Traffic Division (motorcycle officers) at the Hall of Justice. Body cameras will be worn by sworn officers in their interactions with community members. Please refer to Appendix D: Draft - SFPD Body Worn Cameras Policy.

The City intends to implement Body Worn Cameras through a staggered rollout plan within the various entities of the San Francisco Police Department. The successful Vendor must be able to meet the following implementation plan:

- Phased approach of 250 body cameras per phase;
- Deployment priority to district stations first, then specialized units; and
- Two district stations per phase, then on to specialized units.

It is estimated that each officer will record, on average, 2 hours of video per day for each of their 4 shifts per week. Based upon that assumption, it is estimated that there may be a total of 2 hours/office X 4 shifts/week X 50 weeks/year = 400 hours per officer per year X 1,800 officers = 720,000 hours of recorded video per year. It is also estimated that 20% of all video recorded will be retained permanently. The remaining video will be retained for either 13 months or 25 months and then deleted.

Technical Environment: San Francisco Police Department Technology Network:

SFPD’s network is built on the Cisco Nexus Enterprise Scalable Model, incorporating industry Best-Practices. There are two main data centers at different locations in the City, connected by the “City Fiber” system, that provide the core layer services and provide
redundancy. The primary data center has full redundant fiber connections to the secondary data center and all other network locations. All fiber interconnects are 1GB with 10 GB links between data centers.

The SFPD standard for network equipment is Cisco Nexus and network security is handled by both Cisco Adaptive Security Appliances (ASAs) and Palo Alto Networks devices. There will be a total of fifteen (15) SFPD sites that will be using body cameras and uploading the corresponding video data. Each SFPD site will be using stand-alone Virtual Private Circuits (provided by a carrier), that will connect from each site directly to the vendor’s video storage site. No body camera upload traffic will cross the SFPD Local Area Network infrastructure. This is by design to avoid performance degradation for normal daily business information systems traffic. These Virtual Private Connections will be secured and monitored by Palo Alto Networks boundary protection devices. Each of these circuits will provide a 50 MB outbound pipe for uploading video data to the vendor storage site.

**SFPD Smartphone Specifications:**

SFPD has Samsung Android smartphones deployed in the field; the models of Samsung deployed are S3, S4, S5 and S6 Active. These smartphones are managed by Airwatch Mobile Device Management (MDM). A mobile Android Application Package (APK) should be available to deploy this through our MDM solution. Any mobile application solution proposed by vendors must have the following capabilities so that officers do not need to carry additional equipment in the field to view video footage or tag it for the type of encounter:

- Ability to stream, search and tag recorded videos through Android
- Should be able to authenticate against SFPD Active Directory

**BWC System Solution Specifications**

SFPD requires the BWC system solution to:

a) have law enforcement specific functionalities;
b) be compatible with SFPD mobile devices; and

c) system and its data must run in Criminal Justice Information Service (CJIS) compliant facilities and support models.

### 3.1 Hardware Requirements and Desired Specifications

The selected Vendor must meet or exceed the following minimum required specifications for the BWC Hardware:

**Minimum Requirements**

a) Field of view: the BWC must have a view of at least 75 degrees;
b) Multiple mounting options: the BWC should have multiple mounting options to accommodate varying uniformed officers, plain-clothed officers, tactical field situations (e.g., lapel, shoulder, ear, eyeglasses, cap, helmet, holster, button shirt, zipper shirt, utility belt, etc.);
c) Pre-event buffer: BWC must capture at least thirty (30) seconds of video prior to officer initiating the recording;
d) Visual indicator: BWC must have an indicator that shows current operating mode;
e) Rechargeable battery life: A battery runtime that allows a camera to record continuously for at least ten (10) hours;
f) Rechargeable battery must be able to reach full charge, from no power, in no more than six (6) hours;
g) Rechargeable battery must be able to withstand at least three hundred (300) charging cycles, maintaining the 10 hour record time;
h) Recording speed: BWC frame rate must be no less than twenty five (25) frames per second;
i) Night Mode: Cameras must have a low lux rating to allow for recording events in low light. Offering night vision enhancement will not be accepted unless the user has the options to disable it;
j) Video safeguards: Users must not be able to delete or edit video on the camera;
k) Video Resolution: BWC must have a minimum of resolution of 640 pixels x 480 pixels;
l) On Scene viewing: BWC must have the ability to playback or view video on scene (in the field) and mobile devices;
m) Video and audio to record and export in a standard, open, non-proprietary format, such that it can be replayed in freely available software without processing or conversion. Data formats that can only be viewed within manufacturer-specific replay software are not acceptable;

n) Device exports all recorded footage to data archiving/management system in its original file format and without loss of quality or associated metadata;
o) The device does not cause electromagnetic interference with nearby airwave radios (and other electronic equipment and radio communication systems);
p) The device operates as normal within the range of 14 degrees Fahrenheit to 104 degrees Fahrenheit (-10 to +40 degrees Celsius);
q) Internal Storage capacity: BWC set at the lowest video quality setting, should be able to capture a minimum of 3 hours of videos recording;

**Desired Specifications**

a) In the event that a BWC is lost or stolen, system should ensure that recorded video cannot be accessed by unauthorized individuals;
b) The device should be ruggedized.
c) Loss of power must not cause data to be lost/corrupted;
d) Uploading and charging: Battery charging and docking for file transfer is required to be concurrent process and this process must be able to be supported simultaneously for multiple BWCs;

3.2 VMS Requirements and Desired Specifications

The selected Vendor must meet or exceed the following minimum required specifications for the proposed VMS:
**Minimum Requirements**

a) Solution shall be a cloud-based data storage solution with the capability of organizing/managing incidents and be accessible via the internet to multiple users simultaneously;

b) Solution must not require local storage infrastructure.

c) Solution must allow for remote access with complete functionality (review, tag and send video) with SFPD Mobile Devices and computers;

d) Solution shall provide user authentication with a unique username and password and allow for authorized users to be established based on various roles and permissions by the System Administrator.

e) Solution shall provide an automated method of transfer to move files from BWC to storage system such as drop in docking station or wireless upload;

f) Solution shall provide for remote viewing of the stored video for non-technical staff as well as others based on the permissions granted by the System Administrator;

g) Authority to access stored video shall be hierarchical in nature with a log/audit trail illustrating users who have viewed and copied video to an external source (e.g. DVD/long term storage);

h) Solution software must allow officers to link and attach metadata to recording file prior to uploading;

i) Solution must provide encryption in storage and transport, and provide security back-up of all data;

j) Administrative rights to server containing evidence must be restricted to authorized City personnel only;

k) Solution must securely store all videos and recordings in a way that only City authorized users and users authorized by SFPD can view;

l) Solution must have the ability to grant access to specific files to specific persons for a specific time period;

m) Solution must have the ability to set a variable retention rules per SFPD preferences.

n) Solution must have the ability to set time tables for automatic deletions of files with notifications prior to deletion.

o) System must ensure the video has been successfully uploaded prior to deletion from the device;

p) Solution must have the ability to customize redaction capabilities;

q) Solution must have the ability to preserve the raw file without editing;

r) Solution must have security features that assured digital evidence will meet all standards for reliability in court;

s) Solution must remain within the Continental U.S;

t) Solution must be compatible with at least Windows 7 Professional Operating System or more recent version(s) and Internet Explorer 8 web browser or more recent version(s);

u) Solution must support all major digital file types. No proprietary file formats will be accepted

v) Solution must have the ability to recover deleted evidence within 30 days of deletion;
w) Solution must be redundantly backed-up. Vendors are to provide information on the Vendor’s co-location strategy and disaster recovery and fully detail current procedures within the Proposal Submission Package;
x) Solution must have the ability to capture data, report on video statistics, and provide custom reports;

**Desired Specifications**

a) Authorized users should be able to search by name, date, event, device, case/incident number; as well as categorize, add case numbers, notes etc. to each file within the solution;
b) Solution should have the ability to share files internally and externally via secure links over the internet;
c) Solution should have the ability to provide sophisticated automatic video redaction capabilities i.e. including but not limited to deleting or blurring certain portions of file (video or audio), redacting faces, and redacting license plate numbers within a video;
d) Solution should have two tier storage capacity for active video and long term storage needs;
e) Mobile app should not require another sign-in by the officer
f) Software does not require installation onto user’s computer or mobile devices

### 3.3 Active and Long Term Video Storage Requirements and Desired Specifications

**Minimum Requirements**

a) Solution storage must have the ability to download video for multiple camera units simultaneously;
b) Solution must maintain and be able to export audit trail along with video;
c) Solution must allow for the video to be exported in an industry standard file format. (e.g. AVI, MPEG, MP4);
d) Storage solution must comply with law enforcement Criminal justice information Services (CJIS) data protection and transport (i.e. / SSL). No external initiated connections will be allowed;
e) Data storage must have an established Disaster Recovery (DR) solution to ensure solution reliability;
f) Upon request and within 90 days, the selected Vendor shall provide all data in an indexed and searchable format as specified by SFPD;
g) Solution must allow the system administrator to control the length of retention of videos
Desired Specifications

a) Authorized users should be able to search by name, date, event, device, case/incident number, as well as categorize, add case numbers, notes, to each file within the Solution;
b) Storage capacity should be based on an estimate of 720,000 new hours of recorded video per year and 20% retained video indefinitely

3.4 Solution Security Requirements.

Minimum Requirements

a) Provide the ability for each user to be uniquely identified by ID;
b) Provide basic authentication through use of complex passwords;
c) Provide the ability to enforce password expiration;
d) Provide the ability to require automatic password expirations when initially assigned or reset;
e) Provide ability to configure password parameters such as password lengths, user access to expiration settings and other behaviors, enabling alphanumeric characters, etc.;
f) Provide the ability to encrypt transmitted data and authentication information over internal and external network;
g) System provides, at a minimum, encryption in transit of Secure Socket Layer (SSL) 1024 bit key or better and at rest Advanced Encryption Standard (AES) 256 bit or better;
h) Provide password protected encrypted storage;
i) Provide ability to protect audit logs from authorized access;
j) Provide ability to log activities performed by specific user ID and IP address and to time-date stamp all activities;
k) Provide ability to identify and log all subsequent access points to ensure accountability is maintained throughout session;
l) Provide ability to limit concurrent sessions;
m) Provide ability to log changes to administrative functions;
n) Provide ability to automatically archive audit logs;
o) Provide ability to set an unsuccessful access attempt limit and suspend IDs after reaching the unsuccessful access threshold;
p) Provide ability to send alerts to administrators for unauthorized access attempts;
q) Enable automatic logoff of ID after a defined period of session inactivity, and perform subsequent re-log-on password authentication;
r) Provide ability to lock out user or group ID by date or time; and
s) Provide centralized administration, user authorization, registration and termination.

3.5 BWC Warranty Requirements

Proposal shall include at a minimum one year warranty and support on all items with each device purchased. Vendor should propose and provide a detailed description of the maintenance services that are available once the one-year warranty has expired. All shipping/transportation costs, parts, and labor costs shall be included in the initial warranty coverage and ongoing maintenance. Repair and/or replacement shall be provided at no charge during the warranty period for parts with manufacturing defects.
3.6 Hosting, Software Maintenance, and Technical Support Services Requirements

The proposed solution must be of the most recent release and the selected Vendor shall provide all hosting, software maintenance, and technical support services for the proposed solution throughout the term of the contract.

Hosting and Software maintenance Services

Hosting and software maintenance services, at a minimum, shall include updates and upgrades to the solution, including corrections of any substantial defects, fixes of any minor bugs, and fixes due to any conflicts with mandatory operating systems security patches as well as upgrades to new version releases. Selected vendors shall be responsible for ensuring system availability and a minimum uptime of 99%. Non-production environments, such as testing and staging shall also be covered as well as backward compatibility with the deployed BWC devices.

Technical Support Services

The selected Vendor must have technical support service available on a toll free basis, 24 hours a day, 7 days a week, during the entire contract period with one hour or less response time to problems with a clearly defined priority escalation process. The selected Vendor shall also provide on-site technical support when required. This on-site support may be requested when it is determined that the problem cannot be corrected by telephone support. Vendors shall include description in the proposal response outlining the support services offered and any limitation thereof.

3.7 BWC On-Site Inventory Requirements

The selected Vendor shall provide the City, at no additional cost, with an inventory of spare equipment, devices and accessories.

a) Quantity of on-site inventory, as supplied by the Vendor will be at a minimum of five percent (5%) of all equipment, devices and accessories purchased under the awarded contract;

b) Stock will be available to SFPD at all times;

c) Selected Vendor will have three (3) working days to replenish requested stock upon notification of the City;

d) All Units will be maintained by SFPD for use as immediate replacements, when needed;

e) Spare stock cannot be refurbished;

f) Selected Vendor will maintain the equipment spares in good condition and arrange for a three (3) day replacement when necessary; and

g) Equipment stock to include BWCs and other pertinent accessories. SFPD will be responsible for providing immediate substitutions to participants from the stockpile.

3.8 Equipment Shall be Most Recent Model Available Requirements

All equipment being offered by the selected Vendor shall be the most recent and up-to-date model available. Any optional components which are required in accordance with the device specifications shall be considered standard equipment for purpose of this solicitation. BWC device offerings shall be for new equipment only.
3.9 **Lost, Damaged, or Stolen Equipment Requirements**

The selected Vendor will be responsible for 20% of lost, damaged or stolen equipment per calendar year for all active devices deployed. All other equipment lost, damaged or stolen above the 20% will be paid at the expense of the City.

3.10 **Services to be Provided Requirements**

The selected Vendor must provide a detailed explanation and implementation timeline with their proposal response that address the Vendor’s ability for immediate contract startup. The explanation must demonstrate the adequate equipment will be available at the time of the resultant contract award to accommodate the service level expectation of SFPD. Vendors shall include the following information at a minimum in their proposal response:

- Provide implementation schedule and delivery dates listing all equipment, devices and services requested in the Scope of Services.
- Identify the technical support and assistance that will include, but is not limited to the following: devices worn by police personnel, docking/charging stations, networking equipment, WAN/LAN connectivity, system software, system upgrades and video retrieval software and procedures.

At this time it is anticipated that the deployment will be staggered for a total of 1800 units. The selected Vendor will be required to assist SFPD staff to complete the deployment and be available to assist with any equipment or system issues.

3.11 **Training Services Requirements**

The selected Vendor shall provide system administration, power users, officers, diagnostic repair and maintenance training to designated SFPD staff.

Training shall be conducted for all officers and support staff on-site at locations designated by the SFPD and be coordinated with approved dates/times by the authorized SFPD project manager. The selected Vendor shall supply electronic copies of all training materials to SFPD. Additional training shall be made available via on-line videos or other resources on an ongoing basis throughout the term of the contract awarded as a result of this solicitation. Vendors must provide a detailed description of the training services to be provided.

3.12 **Cost Proposal**

Vendor’s cost proposal must include all costs for the complete SFPD Body Cameras solution requirements. Please complete RFP Appendix E, Cost Proposal.

The City retains the option of transferring the videos and the BWC solution to a new vendor or to an in-house solution should continuing the program prove to be too expensive, or for any other
reason. Vendor should be able to provide facility for transferring the videos to a new solution within 90-days of the City’s request.

IV. VENDOR’S MINIMUM QUALIFICATIONS

Minimum Qualifications

Vendors must meet the following minimum qualifications in order to be considered responsive and assessed in the staged evaluation process. Any submitted proposal that does not demonstrate that the Vendor meets these minimum qualifications, listed in this Section IV, will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract for the Body Worn Cameras Project.

A) Vendor must have a minimum of two (2) years’ experience in delivering and/or maintaining body worn cameras (BWC) and video management solutions.

B) Vendor must have at least three (3) law enforcement agencies as references, for deployment of over 250 active BWC for at least six (6) months.

Please note that prior to awarding this contract, the City may make such investigations as it deems necessary to determine the qualifications of the successful Vendor. The City reserves the right to reject any proposal in which the information submitted fails to satisfy the City and/or the Vendor is unable to provide the information and documentation within the period of time requested.

V. SUBMISSION REQUIREMENTS

1. Time and Place for Submission of Proposals

Proposals must be received by 2:00 p.m. on October 30, 2015. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person or mailed to:

David Bui  
Office of Contract Administration  
City & County of San Francisco  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

Reference: RFP # 96300 Body Worn Cameras Project on the outside of the package.

2. Submission of Proposals

Vendors shall submit one (1) electronic version on USB, one (1) original and five (5) hard copies of the proposal. The hard copies must be individually bound with the pages numbered accordingly. Proposals that are partial or incomplete may disqualify proposals from further consideration.
3. Format

The text in the main proposal, including tables and figures, shall not exceed thirty-five (35) pages. Vendors must submit proposals that are bound, printed on recycled paper, and double-sided to the maximum extent practical. Vendors may use tabs or other separators within the document. Please include a Table of Contents.

4. Proposal Content

The proposal shall be (1) clear and concise, (2) responsive to all RFP requirements, and (3) presented in the form of a written report separated by tabs into the following subheadings:

A. Cover Letter
B. Executive Summary
C. BWC Product and System Descriptions
D. Implementation Plan
E. Vendor’s Qualifications
F. References
G. Cost Proposal
H. Minimum Requirements Checklist

Proposals must include the following information:

A. Cover Letter
The Vendor must submit a cover letter signed by an individual authorized to obligate the Vendor to fulfill the commitments contained in the proposal. The letter must include the following: (1) contact for all communications pertaining to the Vendor’s proposal (include telephone number, fax number, e-mail address and mailing address); (2) a statement of the Vendor’s overall ability and qualifications to conduct the work; (3) a statement that the Vendor fully complies with RFP Minimum Qualifications; (4) a statement that the Vendor agrees to comply fully with the terms and conditions of the Agreement, attached hereto as Appendix A; and (5) a statement that the Vendor agrees to fully comply with all applicable San Francisco laws.

B. Executive Summary
The Vendor must provide an executive summary that: (1) includes a brief overview of the proposal’s principal elements, (2) demonstrates an understanding of the City’s requirements, and (3) describes the Vendor’s approach to delivering a complete BWC system.

C. BWC Product and System Descriptions
The Vendor must confirm, expand and/or detail how its system meets the feature specifications outlined in the RFP, Section III - Product Specifications of this RFP. The Vendor shall not in any way lessen or eliminate any of the work elements outlined in this RFP. The detailed descriptions provided by the selected Vendor may constitute the system requirement section of the Agreement.
The Vendor may suggest additional features to facilitate a quality product. A description of the additional features shall be included in this section of the proposal.

D. **Vendor Implementation Plan**

The Vendor must describe the overall product implementation approach that it proposes to deploy the products in the timeline provided. Vendor implementation plan should include but is not limited to the following:

- Approach for coordinating/managing all activities related to meet product implementation deadline dates. Discuss how the product implementation can be expedited, if needed;
- Processes/measures for controlling cost, schedule and tracking delivery/performance; and
- Approach to ensure that Vendor’s performance and deliverables are of high technical quality and expertise.
- Quality control plan for maintaining efficiency and effectiveness of hardware, video management solution, data hosting and any other services provided as part of the Vendor’s Proposal

E. **Vendor’s Qualifications**

The Vendor must clearly demonstrate that it meets all the minimum qualification requirements outlined in this RFP. The Vendor must provide sufficient information in the proposal for the Selection Panel to evaluate its ability to successfully provide the BWC system.

F. **References**

References will be considered as part of the evaluation of written proposals. Vendor must have at least three (3) law enforcement agencies as references, for deployment of over 250 active BWC for at least six (6) months.

The Vendor must include the contact name, title, company, address, telephone number, fax number and e-mail address. All contact information must be current as of the proposal submittal date.

The City may, at its discretion, make contact with individuals, entities or firms provided in all or some of the references and will apply the same reference checking criteria to all Vendors.

G. **Cost Proposal**

The Vendor’s cost proposal should include all potential costs for the Body Cameras Project. See RFP Appendix E - Cost Proposal Form. The Vendor’s submitted proposal must include a completed Appendix E - Cost Proposal Form.

The evaluation of all proposals shall be based upon driving the “best value” for the City. Best value means achieving an appropriate balance between price and other factors that are key to a particular procurement. A procurement that obtains a low price, but does not include the other necessary qualities and features of the desired products or services, does not meet the best value criterion.
Any proposal that does not demonstrate that the Vendor meets these requirements by the deadline or submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

H. Minimum Requirements Checklist

The Vendor’s submitted proposal must include a completed Appendix F: Requirement Checklist. The vendor must place a check mark (✔) in the appropriate section, as to whether its proposal meets or does not meet the requirement, as specified. If a Vendor’s submitted proposal exceeds the specified requirement, then they are to mark the section “Proposal Meets Requirement.” Additionally, for every requirement that a Vendor marks as “Proposal Meets Requirement”, they must also indicate the page number(s) in their proposal, where they mention meeting or exceeding the specified requirement(s).

VI. EVALUATION AND SELECTION CRITERIA

This section describes the guidelines used for analyzing and evaluating the proposals. It is the City’s intent to select a Vendor for contract negotiations that will provide the best overall system package to the City, inclusive of fee considerations. The Vendor selected for contract negotiations is not guaranteed a contract. This RFP does not in any way limit the City’s right to solicit proposals for similar or identical services if, in the City’s sole and absolute discretion, it determines the proposals are inadequate to satisfy its needs.

1. Initial Screening

City staff will review each proposal for initial determinations on responsiveness and acceptability in an Initial Screening process. Elements reviewed during the initial screening will include, without limitation, the following: proposal completeness, product requirements, compliance with format requirements, verifiable references and compliance with minimum qualification requirements.

As a point of clarification, Proposals are not scored during the initial screening process. Initial screening is simply a "pass/fail" determination of whether or not a Proposal meets the threshold requirements described above. A proposal that fails to meet these requirements will not be eligible for consideration in the Evaluation Process described below in Section 2. The City reserves the right to request clarification from a Vendor prior to rejecting a proposal for failure to meet the Initial Screening requirements. Clarifications are “limited exchanges” between the City and a Vendor for the purpose of clarifying certain aspects of the proposal, and will not give a Vendor the opportunity to revise or modify its proposal. Proposals that meet the Initial Screening requirements shall proceed to the Evaluation Process described in Section 2.

2. Overall Evaluation Process

The evaluation process will consist of at least two (2) phases, with an optional 3rd phase:

Phase 1  Written Proposal Evaluation (maximum 1000 points);
Phase 2  System Demonstration (maximum 400 points);
Phase 3 (optional) – Product Field Testing (maximum 600 points).
The Selection Panel will hold system demonstrations with the top three (3) highest ranked Vendors based upon the written proposal evaluation.

The Selection Panel may choose to hold product field testing with the top three (3) highest ranked Vendors.

3. **Phase 1 - Written Proposal Evaluation**  (Maximum 1000 points)

The Selection Panel will evaluate and score written proposals using the following point scale:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Points</th>
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<tbody>
<tr>
<td>1. Solution Requirements: Vendor’s proposal provides a comprehensive, efficient and effective solution, which meets the City’s needs both technically and holistically. The Vendor’s ability to meet and/or exceed the functional and technical specification requirements will be assessed. This will include, but is not limited to, the law enforcement functionality of the: a) BWC Hardware Requirements; b) Video Management Solution Requirements; c) Video Storage Solutions Requirements; and d) Solution Security Requirements.</td>
<td>300</td>
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<tr>
<td>2. Vendor’s approach and the methodology to providing the services requested in this solicitation, including solution usability, ease of use, configuration, implementation, training, maintenance and technical support services.</td>
<td>200</td>
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<tr>
<td>3. Vendor’s relevant experience and qualifications including key personnel and subcontractors that will be assigned to the project.</td>
<td>100</td>
</tr>
<tr>
<td>4. Vendor’s ability to meet City’s timeline for complete solution implementation, including completion of customization, configuration, integration, testing and final system acceptance.</td>
<td>100</td>
</tr>
<tr>
<td>5. Price Criteria: Proposed price will be evaluated based on the solution proposed and overall best value to the County.</td>
<td>300</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1000</strong></td>
</tr>
</tbody>
</table>

The written proposal scores will then be tabulated and Vendors will be ranked starting with the Vendor receiving the highest score, then continuing with the Vendor receiving the second highest score, and so on. The top three (3) highest ranked vendors will be notified and will move to the next phase of the evaluation process.

4. **Phase 2 - System Demonstration Evaluation** (Maximum 400 points)

The Selection Panel will hold system presentations, to verify system functions, with the top three (3) highest ranked Vendors. The City will post the results and send an invitation letter to all short-listed Vendors requesting a system presentation on **December 3, 2015**, at a location and time to be specified at a later time. The letter will include the format of the interview, and the composition of the product demonstration.
5. **Phase 3 - Product Field Testing (Optional) (Maximum 600 points)**

The City, at its sole discretion, may elect to conduct demonstration testing with the top three (3) highest ranked Vendors. The intent of the field testing is to evaluate (for a minimum of seven days) whether the highest ranked Vendors’ solution can meet the specifications, including technical support services and determine which proposed solution best fits the City’s needs. The Vendors will be required to provide no later than **12:00 pm, Friday December 10, 2015**, a minimum of ten (10) Cameras to SFPD for testing. All costs related to product demonstration testing will be the responsibility of the Vendor.

6. **Tabulating Final Scores**

The scores from the written proposal, system presentation and if conducted, product demonstration testing evaluations will be combined and tabulated using the following overall scoring breakdown:

<table>
<thead>
<tr>
<th>Evaluation Type</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Written Proposal</td>
<td>1000 pts</td>
</tr>
<tr>
<td>2. System Presentation</td>
<td>400 pts</td>
</tr>
<tr>
<td>3. Product Demonstration Testing (if conducted)</td>
<td>600 pts</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>2000 pts</td>
</tr>
</tbody>
</table>

The City intends to award this contract to the Vendor that it considers will provide the best overall program services. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request. The evaluation of the proposals shall be within the sole judgment and discretion of the Selection Committee. Vendors may be required to submit additional information to clarify their proposals at any time throughout the evaluation process.

*The successful Vendor must be willing and able to complete contract negotiations, meet City requirements within 3 weeks (15 working days) of receiving the City’s final Agreement, and deploy Phase 1 BWC within 72 hours from contract award.*

7. **Intent to Award and Contract Negotiations**

The highest scoring Vendor will be issued an “intent to award” and enter contract negotiations with the City. If a mutually agreed upon contract cannot be negotiated with the selected Vendor, then the City, at its sole discretion, may terminate negotiations and begin contract negotiations with the next highest scoring Vendor. The selection of any Vendor for contract negotiations shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby. City reserves the right at any time to approve, disapprove, or modify proposed project plans, timelines and deliverables by modification of the contract, approved in the same manner as the contract.
VII. PRE-PROPOSAL CONFERENCE

Vendors are encouraged to attend a Pre-Proposal Conference on October 14, 2015 at 10:00 AM, to be held at the following location:

City and County of San Francisco
1155 Market Street, 6th Floor
San Francisco, CA  94103

Vendors are urged to read this RFP prior to the conference. The conference will begin on time and company representatives are urged to arrive on time. Agenda items already covered may not be repeated for the benefit of late arrivals. A sign-in sheet will be available at the meeting. All attendees must sign in to ensure receipt of any notifications of addenda or other information regarding this RFP.

Any requests for information concerning the RFP, whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP. Questions raised at the pre-conference may be answered orally. If any substantive new information is provided in response to questions raised at the conference, the new information will be memorialized and issued in a written addenda.

After the Pre-Proposal Conference additional questions may be submitted in writing via e-mail no later than October 16, 2015.

Questions should be directed to:

David Bui, Senior Purchaser
Email: david.bui@sfgov.org
Subject: RFP 96300

Failure to attend the conference shall not excuse any Vendors from any obligations of the RFP or any resulting Contract.

VIII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

1. Errors and Omissions in RFP

Vendors are responsible for reviewing all portions of this RFP. Vendors are to promptly notify the City, in writing, if the Vendor discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the City promptly after discovery, but in no event no later than five (5) working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

2. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed in writing via email to:

David Bui, Senior Purchaser
Email: david.bui@sfgov.org
Subject: RFP 96300
3. **Objections to RFP Terms**

Should a Vendor object on any ground to any provision or legal requirement set forth in this RFP, the Vendor must, not more than five (5) working days after the RFP is issued, provide written notice to the City setting forth with specificity the grounds for the objection. The City may modify the RFP document through RFP addenda. If a Vendor wishes to object on any ground to any provision set forth in an addendum, it must notify the City no later than three (3) business days following the posting of the addendum. The failure of aVendor to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

Any objections to the RFP terms must be directed in writing via email to:

David Bui, Senior Purchaser  
Email: david.bui@sfgov.org  
Subject: RFP 96300

4. **Change Notice**

The City may modify the RFP, prior to the proposal due date, by issuing RFP Addenda, which will be posted on the website:  

The Vendor shall be responsible for ensuring that its proposal reflects any and all RFP Addenda issued by the City prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Vendor consult the website frequently, including shortly before the proposal due date, to determine if the Vendor has downloaded all RFP Addenda.

5. **Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for 240 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. Proposed Services and prices may be valid for over 240 calendar days from the proposal due date if both the City and Contractor mutually agree upon an extension of time.

6. **Revision of Proposal**

A Vendor may revise a proposal on the Vendor’s own initiative at any time before the deadline for submission of proposals. The Vendor must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date. In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any Vendor. At any time during the proposal evaluation process, the City may require a Vendor to provide oral or written clarification of its proposal. The City reserves the right to make an award without further clarifications of proposals received.

7. **Contract Negotiations**

The City will select the highest scoring and most responsive Vendor with whom City staff will commence contract(s) negotiations. If a satisfactory contract cannot be negotiated in a
reasonable time or for a reasonable price with the selected Vendor, then the City, in its sole
discretion, may terminate negotiations and begin contract(s) negotiations with next highest
scoring Vendor. The selection of any Vendor for contract(s) negotiations shall not imply
acceptance by the City of all terms of the Proposal, which may be subject to further negotiation
and approvals before the City may be legally bound thereby.

8. Errors and Omissions in Proposal
Failure by the City to object to an error, omission, or deviation in the proposal will in no way
modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or
any contract awarded pursuant to the RFP.

The City accepts no financial responsibility for any costs incurred by a Vendor in responding to
this RFP. Proposals (and related materials), once submitted, become the property of the City and
may be used by the City in any way deemed appropriate, and will be returned only at the City’s
option and at the expense of the Vendor submitting the proposal. One copy of a submitted
proposal will be retained for official files and become a public record.

Any material that a Vendor considers as confidential but does not meet the disclosure exemption
requirements of applicable public disclosure laws, including but not limited to the San Francisco
Sunshine Ordinance and the California Public Records Act, should not be included in the
Vendor’s proposal, as it may be made available to the public.

10. Vendor’s Obligations under the Campaign Reform Ordinance
Vendors must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct
Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal
services, for the furnishing of any material, supplies or equipment to the City, or for selling any
land or building to the City, whenever such transaction would require approval by a City elective
officer, or the board on which that City elective officer serves, shall make any contribution to
such an officer, or candidates for such an office, or committee controlled by such officer or
candidate at any time between commencement of negotiations and the later of either (1) the
termination of negotiations for such contract, or (2) three months have elapsed from the date the
contract is approved by the City elective officer or the board on which that City elective officer
serves.

If a Vendor is negotiating for a contract that must be approved by an elected local officer or the
board on which that officer serves, during the negotiation period the Vendor is prohibited from
making contributions to:

• The officer’s re-election campaign
• A candidate for that officer’s office
• A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in
writing, when a contractor approaches any city officer or employee about a particular contract, or
a city officer or employee initiates communication with a potential contractor about a contract.
The negotiation period ends when a contract is awarded or not awarded to the contractor.
Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. **Criminal.** Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to $5,000 and a jail term of not more than six months, or both.

2. **Civil.** Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to $5,000.

3. **Administrative.** Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to $5,000 for each violation.

For further information, contact the San Francisco Ethics Commission at (415) 581-2300.

### 11. Conflict of Interest

The successful Vendor will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Vendor will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreements.

Individuals who will perform work for the City on behalf of the successful Vendor might be deemed contractors under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten (10) calendar days of the City notifying the successful Vendor that the City has selected the Vendor.

Vendors are strongly advised to consult with their legal counsel regarding their eligibility to submit a proposal for this RFP.

### 12. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), Vendors’ proposals, responses to RFPs and all other records of communications between the City and persons or Vendors seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person’s or organization’s net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.
13. **Public Access to Meetings and Records**

If a Vendor is a non-profit entity that receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Vendor must comply with Chapter 12L. The Vendor must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Vendor’s meetings and records, and (2) a summary of all complaints concerning the Vendor’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Vendor shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Vendor’s Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

14. **Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

a. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
b. Reject any or all proposals;
c. Reissue a Request for Proposals;
d. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
e. Procure any materials, equipment or services specified in this RFP by any other means; or
f. Determine that no project will be pursued.

15. **No Waiver**

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a Vendor to observe any provision of this RFP. Failure by the City to object to an error, omission or deviation in the proposal in no way will modify the RFP or excuse the Vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

16. **Local Business Enterprise Goals and Outreach**

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or
as it may be amended in the future (collectively the “LBE Ordinance”) shall not apply to this RFP.

17. Administrative Requirements

Vendors must fulfill the City’s administrative requirements for doing business with the City prior to contract award. Fulfillment is defined as completion, submission and approval by applicable City agencies of the forms and requirements.


The Vendor hereby releases all individuals, entities and Vendors from all claims and losses that may arise from said individuals, entities or Vendors providing information, comments, or conclusions to inquiries that the City and County of San Francisco may make regarding the qualifications of any individual or Vendor seeking to be selected as a contractor or subcontractor in connection with this RFP. This release is freely given and will be applicable whether or not the responses by said individuals, entities or Vendors are accurate or not, or made willfully or negligently.

IX. CONTRACT REQUIREMENTS


The successful Vendor will be required to enter into a contract that will be determined once the final award has been made. See Appendix A for sample software contract. **The successful Vendor must be willing and able to complete contract negotiations, meet City requirements within 3 weeks (15 working days) of receiving the City’s final Agreement, and deploy Phase 1 BWC within 72 hours from contract award.**

Failure to timely execute the final contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Vendor and may proceed against the original selectee for damages.

Vendors are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program and applicable conflict of interest laws and insurance requirements, as set forth in sections 2, 3, 4, 5, 6 and 7 below.

2. Nondiscrimination in Contracts and Benefits

The successful Vendor will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD’s website at [www.sfCMD.org](http://www.sfCMD.org).
3. **Minimum Compensation Ordinance (MCO)**

The successful Vendor will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires Vendors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see the following website:


For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that Vendors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

4. **Health Care Accountability Ordinance (HCAO)**

The successful Vendor will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

5. **First Source Hiring Program (FSHP)**

If the contract is for more than $50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires Vendors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at http://www.workforcedevelopmentsf.org/ and from the First Source Hiring Administrator, (415) 401-4960.

6. **Conflicts of Interest**

The successful Vendor will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Vendor will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.
Individuals who will perform work for the City on behalf of the successful Vendor might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Vendor that the City has selected the Vendor.

7. Insurance

Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

a. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

   (1) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than $1,000,000 each accident, injury, or illness; and

   (2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.

   (3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

   (4) Technology Errors and Omissions Liability coverage, with limits of $2,000,000 each occurrence and each loss, and $4,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

   (a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

   (b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

   (c) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City’s or third person’s computer, computer system, network, or similar computer
related property and the data, software, and programs thereon.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
   (1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
   (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall provide thirty days’ advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:

Director, Office of Contract Administration
Purchasing Division
City and County of San Francisco, City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

d. Contractor hereby agrees to waive Workers’ Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy
endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontract or will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insured.

X. PROTEST PROCEDURES

1. Protest of Non-Responsiveness Determination
Within five (5) working days of the City's issuance of a notice of non-responsiveness, any Vendor that has submitted a proposal and believes that the City has determined incorrectly that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth (5th) working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every reason asserted for the protest. The protest must be signed by an individual authorized to represent the Vendor, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

2. Protest of Contract Award
Within five (5) working days of the City's issuance of a notice of intent to award the contract, any Vendor that has submitted a responsive proposal and believes that the City has incorrectly selected another Vendor for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth (5TH) working day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Vendor, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

3. Delivery of Protests
All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be in writing and delivered to:
4. **Protest Review**

City will confirm receipt of notice of protest by Vendor.

City will review each notice of protest to determine validity of notice, including, but not limited to: (a) receipt by due date; (b) inclusion of a written statement specifying in detail each and every one of the grounds asserted for the protest; (c) signed by an individual authorized to represent the Vendor; (d) citation of the law, rule, local ordinance, procedure or RFP provision on which the protest is based; and (e) specification of facts and evidence sufficient for the City to determine the validity of the protest.

If the notice of protest is determined to be valid, City shall review facts and evidence to determine the outcome of the protest, citing any applicable laws, rules, ordinances, procedures, and/or provisions. The protest reviewer may seek input from the City Attorney’s Office, Office of Contract Administration, Human Rights Commission, and/or other City departments as needed or appropriate.