

CT-6002-PS2023 *0166

**AGREEMENT Between
THE CITY OF CLEVELAND and
FLOCK GROUP, INC.**

THIS AGREEMENT is made this 28th day of June, 2023, ("Effective Date"), between the City of Cleveland ("City"), a municipal corporation in the State of Ohio, through its Director of the Department of Public Safety, ("Director"), pursuant to the authority of Cleveland Ordinance No. 385-2022 passed by Cleveland City Council on May 9, 2022, and Cleveland Board of Control Resolution No. 161-23, adopted on April 19, 2023, and Flock Group, Inc., ("Contractor"), 1170 Howell Mill Road NW, Suite 210, Atlanta, GA 30318, through its duly authorized officer.

RECITALS

1. The City desires to supplement the regularly employed staff of the several departments of the City obtain professional services and equipment for an Automated License Plate Reader Solution to support increased awareness and real time operational decision making for the Department of Public Safety, Division of Police.
2. Contractor has proposed to provide such equipment and professional services to the City in its written technical proposal and fee proposal dated September 16, 2022.
3. The City finds Contractor's proposal acceptable and desires to hire Contractor to furnish such services subject to the terms, conditions and provisions of this Agreement.

In consideration of the foregoing, the payments and the mutual agreements contained in this Agreement, the parties agree as follows:

ARTICLE I. SERVICES OF CONTRACTOR

A. Specific Services

As of the Effective Date and by execution of this Agreement, the City accepts, except as otherwise provided herein, and Contractor agrees to be bound by Article V and the *License Plate Readers and Rights to Materials (data)* sections of Article IV of the City's August 4, 2022 Request For Proposal ("RFP"), attached as Exhibit A, and Contractor's September 16, 2022 Technical Proposal and Fee Proposal (collectively, the "Proposal"), attached as Exhibit B-1 and Exhibit B-2 respectively. Exhibits A, B-1, and B-2 are made a part of this Agreement, except as they may be changed or modified by any provisions of this Agreement. Contractor agrees to perform and is engaged under the terms, conditions and provisions of this Agreement to provide the professional services necessary to deliver and implement the items described in Exhibit B-2. Contractor shall complete implementation of the

License Plate Reader solution no later than eight (8) weeks after installation locations have been finalized, barring any delays not caused by the Contractor.

B. Additional Provisions

The provisions in Exhibit D are agreed to by the parties except as may be otherwise stated in the underlying Agreement and to the extent not in conflict with Ohio law. In the event of any dispute, the terms of the underlying Agreement and Ohio law shall govern. All work and software must be guaranteed and be acceptable to the City of Cleveland. When requested, the Contractor will supply the City with software warranty information. The Contractor is responsible for having sufficiently trained, certified technicians available to rapidly process the Automated License Plate Reader Solution maintenance, repairs and/or professional service installation. The Contractor will be fully responsible for any damage to or loss of City equipment while in the Contractor's possession or under the Contractor's control.

ARTICLE II. TERM

The initial term of this Agreement for completion of all services under this Agreement shall commence on the Effective Date, and, unless extended by the parties upon written amendment to this Agreement or unless canceled or terminated pursuant to the provisions of this Agreement, will terminate one (1) year thereafter. No renewal of this Agreement shall occur unless additional funds are certified to cover the additional costs of the renewal.

ARTICLE III. PAYMENTS

A. Amount

The City shall pay Contractor for accomplishment of all services required hereunder a total fee not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00), pursuant to the itemized costs set forth in Exhibit B-2.

B. Payment

The City shall pay Contractor after submission of an itemized invoice to and approval by the Director of Public Safety or his designate. If the invoice is not acceptable, the Director or his designate shall inform Contractor of the reasons it is not and the corrective actions necessary to qualify the invoice for approval. No other charges shall be made unless expressly approved in writing by the Director of Public Safety and only upon certification of funds sufficient to cover the additional costs and expenses. The City shall not pay any late charges, interest, finance charges, service charges, or any cancellation fee.

C. City Tax Exempt

The City is exempt from all sales, use, and excise taxes any other assessments in the nature of taxes, however designated, and Contractor shall not charge City for such taxes in any form.

D. Acceptance

No payment made under this Agreement shall be construed to be an acceptance of deficient or unsatisfactory work.

ARTICLE IV. SUBCONTRACTING

None of the services covered by this Agreement shall be sub-contracted to a subcontractor or third-party without the prior written approval of the Board of Control. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement. Subcontracting shall not relieve Contractor of any of its obligations under the Agreement. Contractor shall be and remain solely responsible to the City for the acts or faults of any subcontractor and of such subcontractor's officers, agents, and employees, each of whom shall be considered an agent or employee of Contractor to the extent of its subcontract. Prior to use of subcontractor, Contractor shall notify City in writing of the name and address of any subcontractor used by Contractor in the performance of this Agreement. Contractor and any subcontractor shall jointly and severally agree that the City of Cleveland is not obligated to pay or to be liable for the payment of any sums due any subcontractor.

ARTICLE V. ASSIGNMENT

Neither party shall assign or attempt to assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party. Any attempt to do so without prior written consent shall result in immediate termination of this Agreement. Approval by the other party shall not be unreasonably withheld or delayed.

ARTICLE VI. COMPLIANCE WITH LAWS AND POLICIES

This Agreement is subject to, and Contractor shall comply with, all statutes, ordinances, regulations and rules of the Federal Government, the State of Ohio, the County of Cuyahoga, and the City of Cleveland.

ARTICLE VII. INDEMNIFICATION AND INSURANCE

A. General Indemnification

Contractor shall indemnify and save harmless the City and its officers, agents and employees ("Indemnified Parties") from and against all third party suits or claims to the extent such suits or claims arise out of any negligent act or omissions of Contractor that result in injury to persons, death or damage to property ("Claims") pursuant to this Agreement; and Contractor shall, at its own expense, defend the Indemnified Parties in all litigation, pay all reasonable attorneys' fees, damages, court costs and other expenses arising out of such Claims incurred in connection therewith; and Contractor shall, at its own expense, satisfy and cause to be

discharged such judgments as may be obtained against the Indemnified Parties, arising out of such claims.

B. Insurance Coverage

The Contractor, at its expense, shall at all times during the term of this Agreement, maintain insurance coverage as enumerated below:

- (1) Professional liability insurance with limits of not less than \$1,000,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$50,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.
- (2) Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
- (3) Statutory unemployment insurance protection for all of its employees.

The insurance company(ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The Contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

C. No Indemnification by City

Contractor acknowledges that the City, as an Ohio political subdivision, is prohibited from indemnifying a private party and City cannot and will not indemnify Contractor.

D. No Limit of Liability

The limits of insurance specified above shall in no way constitute the upper limits of liability for which Consultant is responsible under Subsection A, General Indemnification above.

ARTICLE VIII. CONFLICT OF INTEREST

No officer, employee or agent of the City of Cleveland who exercises any functions or responsibilities in connection with the planning and carrying out of the services under this Agreement, nor any immediate family member, close business associate or organization which is about to employ any such person, shall have any

personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Contractor shall take appropriate steps to assure compliance.

The Contractor agrees that it will not contract with any Sub-Contractor that has any personal financial interest, direct or indirect. The Contractor further covenants that in the performance of this Agreement, no person having any conflicting interest shall be employed.

ARTICLE IX. TERMINATION

In the event that the Contractor shall materially breach the terms and conditions of this Agreement, and such material breach shall not have been cured within thirty (30) days after the Contractor's receipt from the City of written notification specifying such material breach then, in such event, or may terminate this Agreement upon written notification, and/or seek any right or remedy available at law, or in equity. The City shall also have the rights and remedies in Article XVI, which may be exercised singularly or in combination.

The Contractor shall have the right to terminate this Agreement in the event that the City shall materially breach its fulfillment of the terms and conditions of this Agreement, and such material default shall not have been cured within thirty (30) days after the City's receipt from the Contractor of written notification specifying such material breach.

In the event that this Agreement is terminated by either party, the Contractor will provide the City with a detailed description of all work completed and all work in progress, as is, as of the date of termination and the City shall provide to the Contractor reasonable payment for said work in progress. Contractor shall promptly reimburse the City for any overpayments.

Upon termination or expiration of this Agreement, Contractor will remove any applicable hardware at a commercially reasonable time period.

ARTICLE X. CONFIDENTIALITY

The Contractor, its agents and employees will keep and retain any and all information, data, and records generated under this Agreement in strictest confidence and will neither use such information or records nor disclose such information, data or records to anyone without the explicit prior written permission of the City of Cleveland's Director of Public Safety. The Contractor warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the Contractor, its agents and employees. Contractor shall have no discretion to determine if any such records are public

records subject to release and shall promptly notify and defer to the City's determination should this issue arise.

The Contractor acknowledges and agrees that the City is subject to and must comply with Ohio Public Records Laws and that any restriction on this legal duty is null and void.

ARTICLE XI. FORCE MAJEURE

The Contractor shall not be liable for delays in completion of the work nor the City for payment for services due to any causes not reasonably foreseeable by the Parties to this Agreement at the time of the execution of the Agreement which are beyond the reasonable control of the delayed Party and not due to the fault or negligence of the delayed Party. This shall include, but not be restricted to, acts of God or a public enemy, acts of the Federal Government or State of Ohio Government, freight embargoes, or court actions; acts of another contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantines and strikes; weather of unusual severity such as hurricanes, tornadoes and cyclones; nuclear radiation or radioactive contamination; and other like factors of unusual severity which directly affect or prohibit work or delay payments under this Agreement.

ARTICLE XII. INDEPENDENT CONTRACTOR

The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City of Cleveland. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and sub-contractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City of Cleveland and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City of Cleveland, nor shall any such person be entitled to any benefits available or granted to employees of City of Cleveland.

ARTICLE XIII. NOTICES; PAYMENTS

All notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail, or first class U.S. mail, postage prepaid and addressed to the parties at the respective addresses set forth in this Agreement, or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, or (iii) three (3) days after mailing in the case of first class or certified U.S. mail. Such notices shall be sent to:

To the City:

c/o Director of Public Safety, 601 Lakeside Ave., Room 230, Cleveland, Ohio 44114.

To the Contractor:

Flock Group, Inc., 1170 Howell Mill Road NW, Suite 210, Atlanta, GA 30318
Attention: Legal Department

ARTICLE XIV. SEVERABILITY

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

ARTICLE XV. INTEREST OF CONTRACTOR

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that no person having any such interest shall be employed in the performance of this Agreement.

ARTICLE XVI. DEFAULT AND REMEDIES

A. Contractor shall be in default of this Agreement upon the happening of any of the following events:

(1) If Contractor fails to observe or perform any of the material covenants or agreements to be observed or performed by it under this Agreement and such failure continues for a period of thirty (30) business days after written notice is given Contractor by the City;

(2) The filing, execution or occurrence of: (i) a petition or other proceeding by, or a finding against, Contractor for its dissolution, reorganization or liquidation; (ii) a petition in bankruptcy by Contractor; (iii) an adjudication of Contractor as bankrupt or insolvent; (iv) an assignment or petition for assignment for the benefit of creditors;

(3) If Contractor abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, earthquake, war, strike, or other calamity beyond its control.

B. Upon the happening of any one or more of the events as set forth in Paragraph A of this Article, or upon any other default or breach of this Agreement, the City may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

(1) To enjoin any breach or threatened breach by Contractor of any covenants, agreements, terms, provisions or conditions;

(2) To sue for the performance of any obligation, promise or agreement devolving upon Contractor for performance or for damages for the nonperformance of this Agreement, all without terminating this Agreement;

(3) To terminate this Agreement.

C. In the event that this Agreement is terminated in whole or in part as a result of the occurrence of a Force Majeure Event, or for other reasons stated in this Agreement, Contractor shall immediately return to the City any advance payments it received for any portion of the Services which, as a result of the termination, have not been and will not be performed in accordance with the terms of this Agreement.

D. All rights and remedies granted to the City in this Agreement and any other rights and remedies which the City may have at law and in equity are declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights later to terminate or to exercise any other remedy granted or to which it may be otherwise entitled.

ARTICLE XVII. EQUAL OPPORTUNITY

This Agreement is a "contract," and Contractor is a "Contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976 ("C.O."). During the term of this Agreement, Contractor shall comply with all terms, conditions and requirements imposed on a "Contractor" in the Equal Opportunity Clause, Section 187.22(b) C.O., attached here as Exhibit C and made a part of this Agreement. A copy of this clause shall be made a part of every subcontract or agreement entered into for goods or services and shall be binding on all persons, firms and corporations with whom Contractor may deal.

ARTICLE XVIII. PUBLICITY, TRADEMARKS

Neither Party shall use the name(s), trademark(s), and/or trade name(s) (whether registered or not) of the other Party in publicity releases or advertising or in any other manner, including customer lists, without the prior written approval of the other Party.

ARTICLE XIX. CONTRACTOR CERTIFICATION

Contractor hereby certifies that it is a business entity composed of five or more persons and that all individuals it employs who provide personal services to the City are not public employees for purposes of Chapter 145.037 of the Ohio Revised Code.

Contractor hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3),

as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1).

ARTICLE XX. CONTINUING OBLIGATIONS

Any terms, conditions, representations, or warranties contained in this Agreement that must survive termination or expiration of this Agreement to be fully effective will survive the termination or expiration of this Agreement.

ARTICLE XXI. GOVERNING LAW

The Agreement is entered into and is to be performed in the State of Ohio. City and Contractor agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement without regard to conflict of law. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Cuyahoga County, Ohio. Under no circumstance does the City waive any legal right it may have under law.

ARTICLE XXII. CONSTRUCTION OF AGREEMENT

All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any paragraph or clause of this Agreement may require, the same as if such words have been fully and properly written in the number and gender. Contractor agrees that no representation or warranties of any type shall be binding upon the City unless expressly authorized in writing in this Agreement or any subsequent written amendment hereto. In the event of any variance among the provisions of this Agreement and of Contractor's Proposal, and the City RFP, the provisions of the document shall govern in the following order: (1) this Agreement; (2) the City's RFP; (3) Contractor's Proposal; and (4) Contractor's Standard Terms and Conditions. The headings of sections and paragraphs are used for reference only, and in no way define, limit, or describe the scope or intent of any provision. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument. The following attached documents are incorporated with and made a part of this Agreement:

1. Exhibit "A" — City's Request for Proposals
2. Exhibit "B-1" — Contractor's Technical Proposal
3. Exhibit "B-2" — Contractor's Fee Proposal
4. Exhibit "C" — Equal Opportunity Clause
5. Exhibit "D" — Contractor's Standard Terms and Conditions
6. Exhibit "E" — 2023 Non-Competitive Bid Statement
7. Cleveland Ordinance No. 385-2022

8. Board of Control Resolution No. 161-23

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

CITY OF CLEVELAND

By: 

Karrie D. Howard, Director
Department of Public Safety

The legal form and correctness
of the within instrument is
approved.

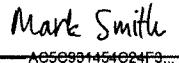
CITY OF CLEVELAND
MARK D. GRIFFIN, DIRECTOR OF LAW

By: 

Jason Shachner, Assistant Director of Law

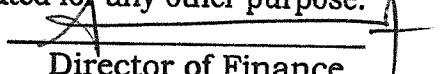
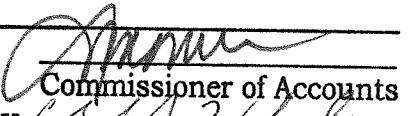
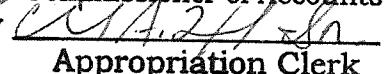
Date: 6/28/2023

FLOCK GROUP, INC.

DocuSigned by:
By: 
AE50991454024F3...

Authorized Representative Signature
Mark Smith
Print Name
General Counsel
Print Title

The sum of \$250,000.00 Dollars
required for this Contract was on
June 23, 2023 and is at this
date in the City Treasury or in process
of collection, to the credit of
15123000 Fund and
not appropriated for any other purpose.


Director of Finance

Commissioner of Accounts
Entered by 
Appropriation Clerk

**Request for Proposals
To Provide, Design and Implement Real Time Camera
Program**



CITY OF CLEVELAND
Mayor Justin M. Bibb

Issued by the Department of Public Safety

August 4, 2022

Schedule of Critical Dates:

1. Proposal is Due At Public Safety: September 16, 2022 at 3:00 PM EST
2. Pre-Proposal Proposer Conference: August 11, 2022 at 3:00 PM EST
3. Last Day to Submit Provider Questions: August 24, 2022 at 3:00 PM EST

LATE PROPOSALS WILL NOT BE ACCEPTED

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I. Introduction

Introduction

The City of Cleveland, Department of Public Safety, Division of Police, through this Request for Proposal, the City is soliciting proposals from qualified Proposers to provide a Real Time Camera Program to support the real time operational needs of the Division of Police. The goal of the Real Time Camera Program is to design and implement Camera Solutions which includes Mobile Cameras which can be rapidly deployed, License Plate Readers and Unmanned Aerial System Camera Systems which will increase the operational situational awareness of the Division of Police for real time response and decision making for the City.

The evaluation and ranking of proposals will consist of four phases. For the first phase, a compliance review of proposals related to the criteria outlined in this RFP. Second phase, a review committee will rank and score the written proposals based upon the evaluation criteria. In the third phase, The City will short list a number of Proposers to proceed to the oral presentation by the Proposer outlining qualifications, proposed services and capabilities. The fourth and final phase, is evaluating the proposed fee schedules.

This RFP does not obligate the City to complete the selection and contract award process. The City reserves the right to accept or reject any and all proposals; request additional information from any or all proposers to assist the City in its evaluation process; amend or withdraw this RFP prior to the announcement of the selected firm and award the proposed services in whole or in part, to one or more firms. In case of an amendment to the RFP, all Proposers will be provided with a copy of any such amendment(s) and be afforded the opportunity to revise their Proposals in response to the RFP amendment.

A Pre-Proposal Conference will be held on August 11th at 3:00 PM EST. Below you will find the Webex meeting link.

JOIN FROM THE MEETING LINK

Real Time Camera Program

Request for Proposal submissions will be accepted up until 3:00 PM EST, September 16th, 2022 and should be emailed to ljones4@clevelandohio.gov

II. Background Information

The City of Cleveland is officially home to about a half million residents with a workday population of about 750,000 and potentially a million on certain weekends and special event days. The City is the business, entertainment, healthcare, education and sports hub for Northeast Ohio. The City has implemented a Citywide IP based video surveillance camera system and network which includes City of Cleveland Recreation Centers, Parks, Neighborhoods, Business Districts, Waterways, Bridges and Major Thoroughfares.

The City has implemented several cloud-based Real-Time Crime Center Map Interface (FususOne, Command Aware and ESRI) which combines private and public video streams, computer aided dispatch, automated vehicle location, ShotSpotter triggers into one common interface. The Real Time Camera Program Applications (Mobile Cameras, License Plate Readers, Unmanned Aerial System) should provide application programming interfaces for one common operating picture. The vendor should also include any connector, programming fees associated with the interface for both the existing solution and proposer.

III. Scope of Services

The Department of Public Safety is seeking professional services for the Real Time Camera Program that will provide mobile camera technology in the form of rapid deployable mobile cameras, license plate readers and drones for real time response, intelligence and operational decision making. The scope of this Request for Proposal encompasses all tasks associated with the development and implementation of the Real Time Camera Program.

RFP Objectives

- A. The objective of this RFP is to obtain the best value and achieve the most favorable pricing for all services described herein. Proposers may choose to bid on all three initiatives (Temporarily – Mobile Deployable Cameras, License Plate Readers, and Unmanned Aerial System Drones) or just one initiative. Due to the scope of services the City is open to split awards for each of the initiatives.
- B. The requested equipment for all three initiatives is to support Law Enforcement Operations. These missions may vary greatly but typically

include but are not limited to the following: Video Surveillance, Reconnaissance, Accident Support, Incident Support, Incident Recreation, and Search and Rescue.

- C. These initiatives require specialized equipment in order to support Law Enforcement. This includes but is not limited to High Definition Cameras and video recording devices, Infrared and Heat Detection Devices, Thermal Imaging Cameras, Night Vision Cameras.
- D. In all cases throughout this specification and request for proposal any and all components needed to create a complete and full functioning system must be included in the itemized pricing list. The intent of this document is not to list every possible component necessary, but to describe the basic scope and functionality needed. Vendors are expected to indicate and explain any listed components required to make their product function as requested.
- E. The City's definition of full maintenance and support must include any and all parts, any on- or off-site labor, software and/or firmware upgrades to be provided by the Vendor. The first year of maintenance and support shall be included in the firm fixed price. By definition, the first year begins upon acceptance of the system by the City.
- F. Operator training shall be provided to the users. The training schedule shall be completed on site as coordinated with the City's Project Manager which includes an IT Project Manager and a Cleveland Division of Police Project Manager. Vendors should describe their approach to provide the most effective training method/process that would allow dispatchers and supervisors to successfully operate the system.
- G. System maintenance, programming and troubleshooting training shall be provided for the City's technical support staff. This training should be factory-level training which enables City staff to provide all levels of service and repair such that it meets all warranty and contract maintenance requirements. This will not replace a maintenance contract with the local vendor in the event City staff are unavailable or unable to correct an issue or issues.

The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

IV. Functional Technical and Requirements

The Real Time Camera Program is split into three different technology categories which include temporarily “mobile deployable cameras”, license plate readers and unmanned aerial vehicles. Below is a list of technical and functional requirements that the proposed solution shall be compatible with and/or exceed per the Division of Police’s request. If the proposer is providing an alternative solution, the alternative solution must be fully described in detail.

Temporarily – Mobile Deployable Cameras

The Division of Police is interested in a Temporarily Mobile Deployable Camera solution that can be rapidly deployed to assist with active incident, situational awareness and pre-planned events. The Temporarily Mobile Deployable Cameras should have the following functional and technical requirements:

- Temporarily –Mobile Deployable Camera should be able to attached to a Utility Pole, Traffic Signal Pole, Building or other secure structure
 - The Division will consider the possibility of a Mobile Camera Trailer which can be towed and deployed
- Temporarily – Mobile Deployable Camera should be a self-contained unit with the capabilities of running on Batteries/UPS and/or Hard Wired electrical with an option for a solar panel
- Temporarily – Mobile Deployable Camera – Mobile Camera specifications should include the following:
 - High-resolution (100 – 120 frames per second) 360 degree Pan Tilt Zoom coverage, Quad View Camera with 4 fixed lens
 - License Plate Reader Camera
 - Camera solution should edge analytics built in which will allow for motion and alert triggering
 - Cradlepoint Modem for connectivity to the Safety Network for live remote viewing and access
 - Local NVR solution which allows 30 days of storage with connectivity to the City’s Corporate Milestone solution
- Temporarily – Mobile Deployable Camera should be capable of being easily deployed within 30 minutes
- The cameras should include a 5 year warranty
- Vendor should include the replacement cost – time/materials/labor for cameras that are damaged during a deployment

- Maintenance request for service must be addressed with a technician on-site within 72 hours, barring any extenuating circumstances

License Plate Readers

- The system should run on hard wired electrical power with options for solar panels and battery/UPS power and LTE/5G for data communications
- The footage must be stored in a secure and encrypted cloud, so the LPR images can be securely accessed via a cloud hosted application site. The data must be securely stored with a minimum of AES256 encryption
 - The system should include integration into the previous situational awareness applications (FususOne, Command Aware, ESRI) which would allow Division of Police users to access LPR data within the situational awareness application
- The LPR camera footage must be stored for a minimum of 30 days
- The footage must remain the property of the City of Cleveland Division of Police, who will be able to determine who can have access to review the information
- The vendor cannot sell the data, images or any other information ascertained from the cameras to 3rd party non-Law Enforcement Agencies unless it receives written approval from the Chief Director of Public Safety
- The vendor cannot sell or allow access to the system by 3rd party non-Law Enforcement Agencies unless it receives written approval from the Chief Director of Public Safety
- The cameras must be able to at a minimum capture vehicles traveling up to 75 MPH, day and night and up to 75 feet away
- The solution should have the ability to monitor direction, speed, make, model, color, long range IR-enabled night vision with remote system monitoring and updates
- The solution needs high definition clear images which will provide accurate detections day and night
- The solution should at minimum capture the following license plate and vehicle characteristics
 - Make, color, license plate state, missing and covered plates, bumper stickers, decals, roof racks, full, partial or missing license plate
- The solution should be temperature and weather resistant and tamper-proof
- The technology must uniquely identify the vehicle type, make, and color; and read/store the license plate number

- The system must monitor the cameras' status in real time and at all times, providing immediate notification for problems that arise with the cameras
 - The cost of maintenance must be included in the original cost
 - Plan should include fixed fee pricing for the replacement of damaged cameras that are outside the warranty
 - Maintenance request for service must be addressed with a technician on-site within 72 hours, barring any extenuating circumstances
 - The system must integrate with NCIC and OHLEG databases for vehicle hot list as well as the ability to upload local list
 - Backend Cloud hosted end user application should be robust and easy to use which will allow Officers to search hot list, vehicle alert management, plate and location based searches
 - The solution should include unlimited user licenses for the Division of Police
-
- **Rapid Deployable License Plate Reader Solution**
 - In addition to the standard fixed LPR units the City is interested in Quick deployable license plate reader cameras
 - The quick deployable license plate reader camera should have versatile power options which include solar, AC/DC as well as a swappable internal high capacity battery
 - LPR should have the ability to be wall mounted, pole mounted as well as other secure fixed structures
 - The cameras must be able to at a minimum capture vehicles traveling up to 75 MPH, day and night and up to 75 feet away
 - The solution should have the ability to monitor direction, speed, make, model, color, long range IR-enabled night vision with remote system monitoring and updates
 - Temperature and weather resistant, tamper-proof and LTE and 5G connectivity options
 - Backend Cloud hosted end user application should be robust and easy to use which will allow Officers to search hot list, vehicle alert management, plate and location based searches
 - The solution should at minimum capture the following license plate and vehicle characteristics
 - Make, color, license plate state, missing and covered plates, bumper stickers, decals, roof racks, full, partial or missing license plate

Unmanned Aerial System

- At minimum the UAS drone must have the following:
 - Water and Wind resistant body
 - Advanced obstacle sensing ability
 - Operating temperature range of -4 degrees to 113 degrees F
 - Wind resistance up to 32 ft/s
 - Service ceiling of 1.5 miles above sea level
 - Must support downward gimbal mount, upward gimbal mount and dual downward gimbal mounts
 - Must have at least 24 minutes of flight time per battery
 - Must have enough batteries for continuous flight assuming on scene recharging capability
 - Optional retractable landing gear
 - Intelligent APP controlled flight modes
- At minimum UAS drone Remote Control must have the following:
 - Unobstructed transmitting distance of 4.3 miles
 - Dual user capability
 - Device holder for tablet or smartphone or monitor
 - USB and HDMI output ports
 - Built in battery with charger
- At minimum UAS drone Camera must have the following:
 - Must include a minimum of three cameras; one front facing First Person View Camera, One Gimbal Mount Zoom Camera and one Gimbal mounted thermal imaging camera
 - Front-facing camera must be capable of real time video
 - Gimbal mounted zoom camera
 - Must be minimum 30x optical zoom and 6x digital zoom
 - Weight should not exceed 556g
 - Must have at minimum 2.12M effective pixels
 - Tap to Zoom controls
 - Gimbal must have a controllable range, pitch +40 to -90 degrees and yaw +320 degrees
 - Gimbal mounted thermal imaging camera
 - Must be uncooled VOx Microbolometer
 - Weight should not exceed 270g
 - Thermal Resolution 640 x 512 Frame Rate : 30Hz Visible Sensor Resolution 4000 x 3000
 - Must be 13mm lens

- Must have operating temperature range 14 – 104 degrees F
 - Gimbal must have a controllable range, tilt: +35 to -90 degrees, yaw +320 degrees, roll +45 degrees
 - Must have color and monochrome palettes
 - Must be NTSC video format
 - Must have image optimization
 - Must have digital detail enhancement
- At minimum UAS drone Software must have the following:
 - Must have automatic flight logs
 - Must have intelligent flight modes
 - Must have automatic take off and automatic landing
 - Must have a return to home point feature
 - Secure encrypted login for operation of the UAS Drone
- The footage must be stored in a secure and encrypted cloud, so the Unmanned Aerial System Drone images can be securely accessed via a cloud hosted application site. The data must be securely stored with a minimum of AES256 encryption
 - The system should include integration into the City's situational awareness applications (FususOne, Command Aware, ESRI) which would allow Division of Police users to access UAS Drone data/images within the situational awareness application
- The footage must remain the property of the City of Cleveland Division of Police, who will be able to determine who can have access to review the information
- The vendor cannot sell the data, images or any other information ascertained from the cameras to 3rd party non-Law Enforcement Agencies unless it receives written approval from the Chief Director of Public Safety
- The vendor cannot sell or allow access to the system by 3rd party non-Law Enforcement Agencies unless it receives written approval from the Chief Director of Public Safety
- The system must monitor the UAS Drone's cameras status, flight status, battery and internal system operations in real time and at all times, providing immediate notification for problems that arise with the unit
- The cost of maintenance must be included in the original cost
 - Plan should include fixed fee pricing for the replacement of damaged and stolen UAS Drones that are outside the warranty
- Maintenance request for service must be addressed with a technician on-site within 72 hours, barring any extenuating circumstances

Rights to Materials (data)

All materials (data) generated under this RFP is work made for hire. The Proposer shall not retain any data or image permanently. The Proposer shall inform the City in writing of any scheduled deletion of files and shall not delete files without prior written consent from the City. The City shall have all rights, title and interest in and to all materials (data and images) developed and generated under this RFP.

V. Project Schedule and Deliverables

Provide a detailed but concise description of your approach to this project. Include a description of the task required for each area and the time required for their completion. This description should address but is not limited to the following:

- **Implementation** – The City requires a complete installation of hardware, software and peripherals with the shortest timeline. Proposer shall provide schedules for all implementation elements and shall supply all required labor, materials and tools for the proper completion of the work.
- **Project Management** – The Proposer shall assign a Project Manager to the project that is familiar with similar size projects, the proposed solution and the City IT environment. The City will assign a Project Manager that will work on behalf of the City for the implementation of the project
- **License Plate Reader, UAS Drone, Temporarily Mobile Deployable Camera System Architecture Plan** – Describe the Architecture design needed as it relates to the three initiative systems, Backend Software, applications, storage, reporting and back-up storage
- **Design Phase** – This phase will include a preliminary design review and a final design review for installation and testing for License Plate Readers, UAS Drones, and Temporarily Mobile Deployable Cameras
- **Initial Acceptance Phase** – The Proposer will be required to install their respective systems (License Plate Readers, UAS Drones and Temporarily Mobile Deployable Cameras and integrate the systems with the respective City Infrastructure. The City will perform two (2) weeks of functional testing. The City will work daily with the system running tests to prove system performance. Following completion of this testing, the Proposer shall correct any identified deficiencies/issues prior to complete installation

- **Installation Phase** – Once the initial test phase is complete and deficiencies (if any) are corrected, the Proposer will be directed to start system implementation
- **Final System Acceptance Phase** – Once all products/services are completely installed, a Final System Acceptance Test will be performed that focuses on system wide testing.

Proposers must submit a preliminary draft of the Project Plan as part of their response. The preliminary project plan must not be generic boilerplate information, and must provide specific details including project staffing and the proposed master implementation milestone and deliverable schedule.

Provide a detailed but concise description of your approach to this project. Include a description of the task required for each area and the time required for their completion.

Provide an itemized list of all cost related to the implementation of your proposed solution, and the total lump-sum cost to the City for a fully functional system that incorporates all requirements as contained in this solicitation.

Detail the costs associated with each of the items below:

Purchase & Implementation Cost

- Hardware & Software cost
- Set up cost
- Training cost
- Integration & Customization cost
- Other (detail each type of other cost)

Recurring Annual Cost

- Annual costs (detail what is included in the annual maintenance cost and what is not)
- Other (detail each type of other cost)

Software Licensing Information

- Detail the proposed software licensing structure related to the cost above.
Explain your pricing structure in detail including cost associated with adding additional licenses

Additional Products/Services

- Detail the cost associated with any additional products/services required to meet system requirements.

Modification, Integration & Customization

- Detail the cost associated with any requirement marked as Minor modifications
- Detail the cost associated with any requirement marked as Major modification
- Detail the cost associated with any requirement marked as Major customization

VI. Proposal Requirements

1. Submission of Proposal

Each Proposer shall submit its proposal(s) in the number, form, manner, and by the date and time and at the location required in the Sections below.

- i. Each Proposer shall provide all information requested in this RFP. The Proposer must organize its proposal package to address each of the elements in this RFP in the order listed in Section VII Proposal Contents. The Proposer should carefully read all instructions and requirements and furnish all information requested. If a proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.
- ii. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-

recyclable or non-reusable materials. Materials should be in a format permitting easy removal and recycling of paper. A Proposer should, to the extent possible, use products consisting of or containing recycled content in its proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not specifically requested.

- iii. If you find discrepancies or omissions in this RFP or if the intended meaning of any part of this RFP is unclear or in doubt, send a written request for clarification or interpretation to **Larry Jones II, no later than August 24, 2022 at 3:00 PM EST**. Requests for clarification or interpretation may be submitted via e-mail to ljones4@clevelandohio.gov

2. The City's Rights and Requirements

- i. The Director, at his/her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
- ii. The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City's best interest.

iii. Proposal as a Public Record

Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page - but only that page - of its proposal that contains that information. The City will notify the Proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking

of the entire proposal as “proprietary” or “trade secret” will not protect an entire proposal and is not acceptable.

iv. Term of Proposal’s Effectiveness.

By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 180 calendar days after the proposal submission deadline (the “Proposal Expiration Date”).

vi. Execution of a Contract.

The successful Proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract. Attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

vii. Short-listing

The City reserves the right to select a limited number (a “short list”) of Proposer’s to make an oral presentation of their qualifications, proposed services, and capabilities.

viii. Proposer’s Familiarity with RFP; Responsibility for Proposal

By submission of a proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful Proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on

the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and Proposer expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

ix. Interpretation

The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

x. Confidentiality

The Proposer cannot make use of any information obtained through this Agreement for any activity outside the scope of this project. Proposer will utilize its "best efforts" to protect all information gathered and records developed during the course of this Agreement from examination by unauthorized agencies or persons. Such records include all collected data, forms, provided/developed configuration and topology data, computer files, program listings, manuals, documentation, correspondence files, contract records, and reports. The Proposer shall retain all copies in a secure manner until the project is closed and all documents will be returned to the Department of Public Safety. No information, materials or any summary of these materials shall be released to any individual or organization (verbally or in writing) without prior written permission from the Director.

No work involving information furnished under this RFP will be subcontracted without the specific approval of the Director.

In performance of the Agreement, the Proposer agrees to comply with and assume responsibility for compliance by employees with the following requirements:

- All work will be performed under the supervision of the Proper or the Proposer's responsible employees.
- Any information provided to the Proposer, in any format, will be used only for the purpose of carrying out the provisions of this contract. This

information will be treated as confidential and will not be made known in any manner to any person except as may be necessary in the performance of the Agreement.

- All information provided to the Proposer shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.

xi. Rights in Data and Copyright

Throughout the period of this Agreement, the Department of Finance reserves exclusive and unlimited rights to the information provided to the Proposer, except for the information the City makes available to the public. The City also reserves exclusive rights to the results and findings produced by this project.

xii. Cleveland Area Business Code

Requirements During performance of this Agreement, Proposer shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 (“C.O.”), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Proposer’s:

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
- Compliance and cooperation with Project Monitors, whether from the Mayor’s Office of Equal Opportunity (the “OEO”) or the contracting department;
- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Proposer’s compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting

department director(s) at key intervals during performance of the contract services.

Failure to Comply When determining the Proposer's future eligibility for a City contract, the City shall consider a Proposer's failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.

Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful Proposer for a contract will be a firm that shares that commitment. Accordingly, a Proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.

The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business ("CSB") subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.

To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each Proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the Proposer's proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the Proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal.

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website at <http://www.clevelandohio.gov>. On the home page, select "Office of Equal Opportunity" from the drop-down

menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for “CSB/MBE/FBE Registry”.

Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful Proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the *OEO Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

The successful Proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a “contractor” in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the Proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the

hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

3. Anticipated Proposal Schedule

Public Safety anticipates it will - but neither promises nor is it obligated to - process proposals received according to the following schedule:

Event	Dates/Deadlines
Issue Request For Proposals	August 4, 2022 at 4:00 PM EST
Deadline for Submitting Questions	August 24, 2022 at 3:00 PM EST
Deadline for Submitting Proposal	September 16, 2022 at 3:00 PM EST

VII. Qualification for Proposal

Each Proposer, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a proposal. If Proposer is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Proposer must:

- Background, qualifications, and experience of the firm has a minimum of 5 continuous years of experience with License Plate Reader systems, UAV Drone Systems and Video Surveillance Camera Systems
- The Proposer demonstrates the ability to provide solutions for Government/Municipalities.
- Submit with its proposal at least three (3) written, verifiable, Government/Municipality references dated within the last five years from clients for which the Proposer has rendered services substantially similar to those sought by this RFP. Proposer is required to provide the names, contact, and a brief project scope for each of the references.

Insurance: The successful Proposer, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company ('ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary

endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

- i. Professional liability insurance with limits of not less than \$1,000,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$50,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.
- ii. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
- iii. Statutory unemployment insurance protection for all of its employees.

Such other insurance coverage(s) as the City may reasonably require.

VIII. Proposal Contents

Each technical proposal shall include the following parts in the below order. Please separate and identify each part by tabs for quick reference. Each proposal should be organized so as to facilitate its evaluation.

The technical proposal Shall Be No Longer Than 75 Single-Sided Printed Pages, excluding appendices.

Page size shall be 8.5 x 11 inches. Font size shall be no less than 12 pt. Tabs, dividers, and appendices are excluded from the page count.

The technical proposal response shall consist of the following sections:

Section 1: Cover Letter and Executive Summary

The Executive Summary should provide a complete and concise summary of Proposer's experience and ability to meet the requirements of this RFP. The summary should be organized so it can serve as a stand-alone summary apart from the remainder of the proposal.

Section 2: Profile

The Proposer will provide a profile of its organization and all other sub-consultants who will be providing services. At a minimum, the Proposer will provide the following information:

- Number of years in business
- Number of years involved with services as proposed
- Total number of employees
- Number of signed contracts in progress

Section 3: Qualifications

Each Proposer should state in detail its qualifications, and experience, and how its services are unique and best suited to meet the requirements and intent of this RFP. This should include the qualifications of sub-consultants included in the proposal. Proposer may include as much information as needed to differentiate its services and product(s) from other Proposer's. At a minimum, please include the following:

- A. Staffing: Qualifications must include resumes and description of organizational and staff experience including the Project Manager and key technical staff proposed for the project. Additional resumes are not required unless that resource will likely play a key role in the project.
- B. Organizational and Staff Experience: Proposer must describe their qualifications and experience of the organization as a whole to perform the work described in this RFP. Information about experience should include direct experience with the specific subject matter demonstrating a technical strength in network infrastructure. Relevant experience must be associated with projects completed not more than five years prior to the date of this RFP.

Section 4: List of Representative Projects

Provide a list of at least three similar projects that the Proposer has successfully completed within the last five years.

Provide at least three client references (verified name and telephone number) of someone closely familiar with each project and your firm's performance.

Each project description shall be presented in the format consistent with the table below.

PROJECT NAME AND DESCRIPTION
Agency & Department:
Address:
Point of Contact
Verified Telephone Number for Contact
System Overview/Date of Contract/Date System was fully Operational

Section 5: Project Management Approach/Project Methodologies

- A. Describe your Methodologies you will employ on this project to complete the Real Time Camera Program. Describe and/or provide examples of the Deliverables requested in the Scope of Services.
- B. Provide a detailed project work break down structure to include tasks, subtasks, timeline, milestones, work efforts and resource assignments.
- C. Define the technical approach and document project deliverables to address the requirements outlined in the scope.

Section 6: Financial Statements

Any financial statements that would be required will be requested only from those Proposers that are “short-listed”.

Fee Proposal:

There is no limit to the number of pages submitted as part of the fee proposal.

Proposers are required to provide a complete fee proposal of all equipment, hardware, software, maintenance, implementation, and training for the proposed Real Time Camera Program.

All costs are to be expressed in unit cost and total cost to the City. One-time charges, software modifications charges and conversion charges must be detailed. Any additional charges above the annual maintenance costs should be listed in detail.

Proposers should differentiate all costs clearly so that they may be properly evaluated without interpretation.

Proposer shall provide a description of any other cost the City might expect to pay.

1. Required City Forms

Proposer shall complete, execute, and return with its fee proposal the following documents:

- Cleveland Area Business Code – Notice to Bidders & OEO Schedules;
- Federal Form W-9 including Taxpayer Identification Number;
- Non-Competitive Bid Contract Statement for Calendar Year 2015;
- Northern Ireland Fair Employment Practices Disclosure.

IX. Proposal Evaluations

Proposals shall be evaluated based on the following criteria (not listed in order of importance):

- Proposer experience and technical strengths – 25%
- Proven successful past performance on similar projects – 10%
- Qualification and experience of project staff – 5%
- Oral Presentation and System demonstrations – 60%

Fees will not be considered in the technical evaluation. Proposals shall be evaluated first on qualifications and technical merit. Once rankings are established, the fee submittals shall be considered.

A firm's involvement in any current litigation with the City may be taken into account during proposal evaluation.

The ratings are not intended or to be interpreted as a reflection of a Proposer's professional abilities. Instead, they reflect the City's best attempt to quantify each Proposer's ability to provide the services sought by the City and to meet the specific requirements of this RFP, for comparison purposes.

Disqualification of a Proposer/Proposal: The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer's trade experience in relation to the nature or scope of work, services, or product(s)

described in this RFP or to prescribe the manner in which its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or to waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desires the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that Proposers have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.

The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract.

X. Appendices

APPENDIX H: Fee Proposal Schedules

enhancement of systems, integration, data exchange, implementation, migration, installation, design, interfacing, repair, upgrades and enhancements and other related services.

Section 2. That, provided this Council authorizes and the City sells bonds in 2022 for purposes that include this ordinance, the Director of Finance is authorized to employ by contract or contracts one or more consultants, computer software developers or vendors or one or more firms of consultants, computer software developers or vendors for the purpose of supplementing the regularly employed staff of the several departments of the City of Cleveland to acquire one or more software licenses and city-wide applications, including implementation, training, and technical support related to the software or applications necessary to implement the Plan, which are not obtained under a professional services contract authorized in Section 1 of this ordinance.

Section 3. The selection of the consultants, computer software developers, or vendors for the acquisition of software licenses and city-wide applications and related services referred to in Section 2 of this ordinance and/or to provide necessary associated hardware or appurtenances described in Sections 1 and 2, shall be made by the Board of Control on the nomination of the Director of Finance and, if applicable, shall be from a list of qualified consultants, computer software developers, or vendors available for employment as may be determined after a full and complete canvass by the Director of Finance for the purpose of compiling a list. The compensation to be paid for the services, hardware, appurtenances, and licenses and applications shall be fixed by the Board of Control. The contract or contracts authorized shall be prepared by the Director of Law and approved and certified by the Director of Finance.

Section 4. That, provided this Council authorizes and the City sells bonds in 2022 for purposes that include this ordinance, the Director of Finance is authorized to make one or more written standard purchase or lease contracts and one or more written requirement purchase or lease contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, the period of requirements to be determined by the director, for the necessary items of the purchase, lease, or license of computer and network hardware, replacement parts with labor if necessary, software, software licenses, software upgrades, appurtenances, supplies, related furniture, building equipment and restoration, training materials, insurance, and other materials, equipment, supplies, and services necessary to implement the Plan which are not obtained under a contract authorized in Sections 1 and 2 of this ordinance, including labor and materials, training and training materials, maintenance, and installation if necessary, to be purchased or procured by the Commissioner of Purchases and Supplies on a unit basis for the Division of Information Technology and Services, Department of Finance. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control determines.

Section 5. That the costs of the requirement contract or contracts shall be paid from the fund or funds to which are credited the proceeds of the sale of future bonds if authorized for this purpose, and shall also be charged against the proper appropriation

accounts and the Director of Finance shall certify the amount of any purchase or procurement under the contract or contracts, each of which purchases or procurements shall be made on order of the Commissioner of Purchases and Supplies by a delivery order issued against the contract or contracts and certified by the Director of Finance.

Section 6. That under Section 108(b) of the Charter, the purchases authorized by this ordinance may be made through cooperative arrangements with other governmental agencies. The Director of Finance may sign all documents that are necessary to make the purchases and may enter into one or more contracts with the vendors selected through that cooperative process.

Section 7. That the total cost of the contracts and other expenditures authorized in this ordinance shall be paid from Fund Nos. 11 SF 006, 52 SF 001, 54 SF 001, 58 SF 001, 60 SF 001, 81 SF 001, 20 SF 566, 20 SF 573, 20 SF 578, 20 SF 585, 20 SF 588, 20 SF 591, 20 SF 596, 20 SF 701, 20 SF 705, from the fund or funds to which are credited the proceeds of the sale of bonds in 2022 issued for the purposes which include this ordinance, and any other funds as approved by the Director of Finance. (RQS 1511, RLA 2022-23)

Section 8. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed May 9, 2022.

Effective May 16, 2022.

RECEIVED
JULY 13 2023

BOARD OF CONTROL

Received 4/13/23

Approved 4/18/23

Adopted 4/19/23

Secretary

Jeffrey Black

RESOLUTION No.

161-23

BY: Director Abonamah

BE IT RESOLVED, by the Board of Control of the City of Cleveland that under the authority of Ordinance No. 385-2022 passed by the Council of the City of Cleveland on May 9, 2022, Flock Group, Inc is selected from a list of firms determined after a full and complete canvass by the Director of Finance as the firm to be employed by contract to provide professional services and equipment for an Automated License Plate Reader solution to support increased situational awareness and real time operational decision making for the Division of Police.

BE IT FURTHER RESOLVED, that the Director of Finance is authorized to enter into a contract with Flock Group, Inc based upon its September 16, 2022 Fee Proposal, which contract shall be prepared by the Director of Law, shall provide for rendering the above mentioned professional services and equipment as described in the fee proposal, for an amount not to exceed \$250,000, and shall contain such additional provisions as the Director of Law deems necessary to protect and benefit the public interest.

Yea: Director Griffin, Acting Director White Johnson, Director Keane, Interim Director Kramer, Acting Director Laird, Directors Margolius, Hernandez, Interim Director Romero, Directors Jackson, McNamara, Martin O'Toole

Nays: None

Absent: Mayor Bibb, Director Howard