

**CITY OF
LOWELL, MASSACHUSETTS**

INFORMATION TO BIDDERS

BID PROPOSAL, CONTRACT

GENERAL CONDITIONS, SPECIAL CONDITIONS

AND TECHNICAL SPECIFICATIONS

FOR

RFP 16-02

**GUNSHOT DETECTION AND
LOCATION SYSTEM**

CITY MANAGER – KEVIN J. MURPHY

July 29, 2015

**CITY OF LOWELL
REQUEST FOR PROPOSALS (RFP16-02)
GUNSHOT DETECTION AND LOCATION SYSTEM**

DUE DATE

Sealed bids are **due and will not be publicly opened** on: August 12, 2015 at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at 2:00 PM, EST/EDST, for the work described herein. **BIDDERS ARE REQUIRED TO SUBMIT A BID INCLUDING ALL BID FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES.**

Proposals shall consist of:

1. NON-PRICE original proposal submitted in a sealed envelope marked:
“Gunshot Detection & Location System”
(NON-PRICE PROPOSAL)
Submitted by: (Name of Proposer)
Date Submitted

The Non-Price original proposal shall contain absolutely NO reference to cost.

2. PRICE PROPOSAL submitted in a separate sealed envelope marked:
“Gunshot Detection & Location System”
(PRICE PROPOSAL)
Submitted by: (Name of Proposer)
Date Submitted

3. Three (3) additional copies of the non-price proposal.

4. One (1) additional copy of the price proposal.

BID AND PAYMENT BONDS

A certified check made payable to the “City of Lowell” in the amount of **5%** must accompany this bid. Bid bonds are acceptable.

1. A **payment bond** in the amount of **50%** of the total dollar award is required prior to contract execution.
2. A performance bond in the amount of **0%** of the total dollar award is required prior to contract execution.

PREVAILING WAGE

Attention of the Bidders is particularly called to the requirements of the conditions of employment to be observed and the prevailing wage rates to be paid on this project, as determined by the State Department of Labor and Industries.

The City of Lowell, acting through its Chief Procurement Officer, reserves the right to waive any informality in, to reject any or all bids or to accept the one which appears in the best interest of the City of Lowell.

**SECTION 2
GENERAL NOTICE TO PROPOSERS**

1. QUALIFICATIONS OF BIDDER

The OWNER may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

2. DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

3. DURATION, TIME OF COMPLETION AND LIQUIDATED DAMAGES

This is a three (3) year contract from the date the system is fully operational.

4. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

5. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Chief Procurement Officer, City Hall, 375 Merrimack Street, Room 60, Lowell, MA 01852 or email to: pmvaughn@lowellma.gov and to be given consideration must be received at least seven business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by first class mail, emailed to registered bidders and posted on the City website not later than two days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the contract documents.

6. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications, which deal with the following:

- (a) Inspection and testing of materials
- (b) Insurance requirements
- (c) Wage rates
- (d) Stated Allowances
- (e) Non-discrimination in employment

8. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as through herein written out in full.

9. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the OWNER as available to finance the Project, the Contract will be awarded on the base bid and any or all accepted alternatives. If such bid exceeds such amount, the OWNER may reject all bids.

10. OBLIGATION OF BIDDER

At the time of the opening of bids it is presumed that each bidder has inspected the site and has read and is thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

11. LIST OF UTILITIES IN THE AREA:

Attention is called to the fact that the following Utility Companies have facilities in the area:

Lowell Water Utility	978-674-4242
Lowell Regional Wastewater Utility	978-674-4248
Lowell Engineering Department	978-674-4070
National Grid - Gas	800-548-8000
National Grid - Electric	978-459-2600
Verizon Telephone Company	978-275-1292
Comcast Communications	978-685-0258
Lowell Fire Alarm	978-674-1813

The Contractor shall notify the controlling utility agency at least 72 hours in advance of its intent to excavate in any way or manner, within six feet of any existing utility agency owned pole, anchor guy, underground duct, conduit, pipe, valve or manhole. No excavation shall take place

within six feet of any existing utility agency owned pole, anchor guy, underground duct, conduit, pipe, valve or manhole owned by a utility agency without this notification. In addition, Dig Safe must be notified 72 hours prior to commencing excavation.

12. NONDISCRIMINATION IN EMPLOYMENT

Contracts for work under this proposal will obligate the Contractors and subcontractors not to discriminate in employment practices.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

The successful bidder must be prepared to comply in all respects with the Contract Provisions regarding Equal Employment Opportunity which are located in the Special Conditions Section of these Specifications.

13. SALES TAX

Materials and equipment purchased for permanent installation in this project will be exempt from the Massachusetts Sales and Use Tax. The exemption certificate number will be furnished to the Contractor. Each bidder shall take this exemption into account in calculating his bid for the work.

14. INTEREST OF MEMBERS, OFFICERS, or EMPLOYEES of the OWNER, MEMBERS of LOCAL GOVERNING BODY, or OTHER PUBLIC OFFICIALS

No member, officer, or employee of the OWNER, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure of for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Contract.

TIMETABLE:

Request for Proposals Available: Wednesday, July 29, 2015

Deadline-Submission of Written Questions: Wednesday, August 5, 2015

Deadline-Submission of Proposals: Wednesday August 12, 2015, **no later than 2:00 p.m.**

Award of Contract: (on or about) Tuesday September 1, 2015

Commencement of Contract Services: (on or about) Tuesday September 8, 2015

**SECTION 3
PROFILE OF PROPOSER**

Overview:

The City of Lowell wishes to learn about each of the proposers and their ability to deliver the supplies and services specified in this RFP. This section is viewed as part of the proposer's responsiveness to this RFP and its responsibility in meeting the contract requirements. This section will be required as part of the Minimum Evaluation Criteria and will be rated as part of the Comparative Evaluation Criteria section of this RFP.

NAME OF PROPOSER: _____
(Business Name)

MAILING ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____ TELEPHONE: _____

PERSON AUTHORIZED TO
SIGN ALL CONTRACT DOCUMENTS: _____

PROPOSER IS: (check one)

Individual Partnership Corporation Other (If other, please

explain: _____

IF BUSINESS IS A CORPORATION, STATE THE FOLLOWING:

STATE OF INCORPORATION: _____

PRESIDENT: _____

TREASURER: _____

PLACE OF BUSINESS: _____
(Street)

(City, State, Zip)

PARENT CORPORATIONS (if any): _____

ALL SUBSIDIARIES (if any): _____

IF BUSINESS IS A PARTNERSHIP, STATE NAME AND ADDRESS OF ALL GENERAL
AND LIMITED PARTNERS: _____

YEAR COMPANY WAS FOUNDED: _____

NUMBER OF YEARS COMPANY HAS OPERATED UNDER THIS NAME: _____

NUMBER OF YEARS COMPANY HAS BEEN IN PRESENT BUSINESS: _____

BRIEF DESCRIPTION OF THE NATURE OF YOUR COMPANY'S BUSINESS: _____

IF THE BUSINESS IS CONDUCTED UNDER ANY TITLE OTHER THAN THE REAL NAME OF THE OWNER, STATE THE TIME WHEN, AND PLACE WHERE, THE CERTIFICATE, REQUIRED BY MASSACHUSETTS GENERAL LAWS, CHAPTER 110, SECTION 5, WAS FILED:

LIST THE FEDERAL IDENTIFICATION NUMBER OF THE PROPOSER (THE NUMBER USED ON EMPLOYER'S QUARTERLY FEDERAL TAX RETURN, U.S. TREASURY DEPARTMENT FORM 941):

LIST THE TOTAL NUMBER OF PERSONNEL EMPLOYED BY YOUR COMPANY FOR EACH YEAR, OVER THE PAST THREE YEARS:

_____ 2015 _____ 2014 _____ 2013

HAS YOUR COMPANY EVER FAILED TO COMPLETE ANY WORK AWARDED?

YES NO **IF YES, PLEASE STATE ALL CIRCUMSTANCES:** _____

LIST ALL SUBCONTRACTORS WHO WILL BE ASSIGNED TO EXECUTE ANY WORK IDENTIFIED IN THE RFP. INCLUDE THE FOLLOWING INFORMATION:

COMPANY NAME(S): _____

ROLE IN THIS PROCUREMENT: _____

NATURE OF BUSINESS: _____

NUMBER OF YEARS IN PRESENT BUSINESS: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

EMAIL ADDRESS: _____

SECTION 4 CONTRACT INTENT AND BACKGROUND

A. Contract Intent

The City of Lowell Police Department is undertaking initiatives to install a gunshot detection and location system. These specifications are intended to acquire a system that will assist law enforcement to accurately detect/ locate the source of gunfire in an urban environment. The deployment of such a system helps communities deter gunfire activity, including drug-related actions. The proposed gunshot detection and location system will pinpoint the precise location of gunfire to the police. The location identification thereby increases weapons related arrests, saves lives, and adds to the safety of neighborhoods.

Experience from other cities has demonstrated that programs of this type create the impression, if not the reality, that if you discharge a gun in the city the police will catch you. The goal is to reduce indiscriminate gunfire, reduce gunshot related injuries and deaths. In addition, the system could assist law enforcement with arrests and successful prosecutions associated with illegal gun related activities.

B. Background

Lowell has approximately three (3) square miles where the majority of the City's weapons related incidents occur. This geographical area has been identified as a primary location for implementation based on a statistical review of police related incidents. The City of Lowell Police Department currently has CCTV cameras deployed in this identified area, with additional traffic cameras to be considered. As part of this contract it is the City of Lowell Police Department's intention to integrate the CCTV system with this proposed gunshot detection system.

SECTION 5
GENERAL SUMMARY OF REQUIREMENTS

This RFP is to solicit proposals from qualified vendors to provide the City with the following products and services:

1. Gunshot Location and Detection System
 - a. Integration with existing and future camera systems
 - b. Three (3) square miles of continuing coverage
 - c. Viewable mapping identification
 - d. Six (6) complete turn-key work stations for the City of Lowell Police Department Dispatch Center

2. Mobile capabilities
 - a. Mobile specific software for patrol units
 - b. Integrated capable system (MDT, PDA, Mobile PC etc)

3. Management system software to support operations
 - a. Viewable mapping software
 - b. District and Area specific incidents identification for multiple dispatch stations/channels
 - c. Audio playback capabilities
 - d. Able to generate statistical reports of incident
 - e. Viewable sound wave pattern screen at the workstation

4. Vendor participation in:
 - a. On street installation
 - b. City of Lowell Police Department training
 - c. Turn-key system upon completion

5. Installation of units
 - a. Vendor has prime responsibility for installation of the system

6. Service/ Warranty/ Maintenance
 - a. 24/7 emergency number for critical incidents with on-site response when required
 - b. 8 hour/ 5 days a week non-critical issues
 - c. Remote online monitoring of the sensors/ system by the vendor
 - d. Maximum 24 hour response for non-critical system components (weekdays)
 - e. 1 year warranty upon completion
 - i. System hardware
 - ii. Software, to include upgrades/ updates
 - f. Optional 2 year maintenance program on and after the 1 year initial warranty
 - i. System hardware
 - ii. Software, to include upgrades/ updates

The selected vendor shall act as a prime contractor and integrator, and will have total responsibility for the project. The vendor shall assign a project manager who will oversee all deliverables and resources. The City of Lowell Police Department will also assign a project manager. The vendor's project manager will provide ongoing progress reports to City of Lowell Police Department's project manager throughout the life of the project. The selected vendor must provide a comprehensive warranty during the first year. In addition, the vendor must provide the same level of service and maintenance during the additional maintenance period of two (2) additional years. . This warranty and maintenance period must be comprehensive and include all system hardware, software and peripherals delivered as part of this proposal.

If a proposal represents multiple offerings, or is provided by different firms or organizations, the City of Lowell Police Department will do business with one designated responder only and will require the offering vendor to assume responsibility for the total project throughout the entire contract period. The proposed area(s) of deployment are intended to provide the City of Lowell Police Department acoustic gunfire detection and location within three (3) square miles of the City. The following locations represent the parameters of coverage.

**CAD Gunshot Calls
1/1/13 through 9/15/14**

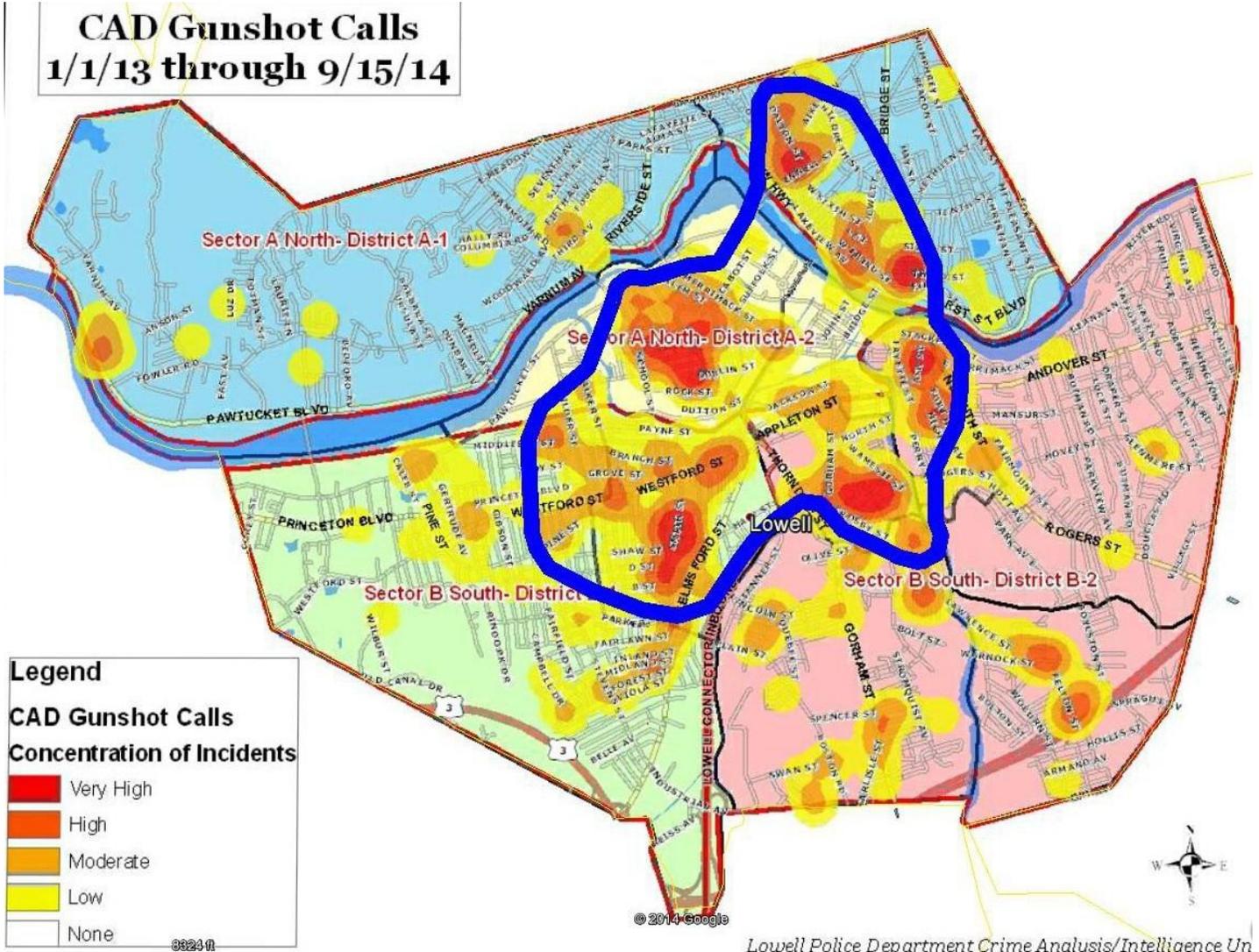


Figure 1: Proposed Coverage Area for ShotSpotter Flex

INSIDE THE BLUE LINE IS THREE (3) SQUARE MILES

The vendor will maintain the primary responsibility for the successful completion of the work. This responsibility includes the coordination of all subcontractors and personnel involved with the project. The vendor will relieve the City of Lowell Police Department of the need to monitor any activities that are not directly reportable to the City of Lowell Police Department so that a single vendor point of contact can keep the City of Lowell Police Department project manager completely informed on all issues. The vendor will retain all responsibility for the successful completion of the work in conjunction with the cooperation of the City of Lowell Police Department.

The Vendor's role of providing this direction is as outlined below.

Leadership: The Vendor will provide the leadership required to complete the project. This will include directing the activities of all personnel as appropriate. The nature of this leadership will be such that potential conflicts are avoided and the most efficient use of all project resources is realized.

Coordination: The Project Manager will be responsible for coordinating the activities to minimize disruptions to service. This coordination will include equipment deliveries to the City of Lowell Police Department facilities, access for project personnel and other authorizations such as change order management as may be required to complete the work.

Reporting: The Project Manager will report directly to the designated City of Lowell Police Department manager on a regular basis through a process to be mutually agreed upon by both parties. These reports will address progress, planned and completed activities as well as identify any issues that require resolution. Should a conflict arise that the Project Manager is unable to resolve the matter will be referred to the City of Lowell Police Department manager in a timely manner.

Authority: The City of Lowell Police Department and the vendor will mutually determine the extent of authority required for the Project Manager to complete the work. The City of Lowell Police Department will then advise Department personnel of this authority.

Standards: The City of Lowell Police Department will advise the Project Manager of any standards other than good industry practices that may apply to the work. The Project Manager will be responsible for assuring that all work performed under the prime contractor contract is in accordance with the City of Lowell and industry standards.

Implementation: The Project Manager will be the primary point of contact between the Vendor's personnel, all subcontractors and the City of Lowell Police Department for the coordination of the implementation phase of the project. This will include notification of affected personnel, coordination of access, determination of operational impacts and identification of risks associated with the work.

Project Manager: The Vendor will maintain an experience group of Project Managers at all times. For each project, the Vendor will carefully select the Project Manager who possesses the skills and experience necessary to provide the customer with timely and successful completion that meets, or exceeds customer's expectations.

Support and Maintenance: The Vendor will maintain an experienced support team that can provide ongoing support, upgrades, maintenance and monitoring of the system.

SECTION 6
REQUEST FOR PROPOSALS
Proposal Information, Submission, Conditions and Acceptance

A. Separate Submissions:

Each proposal shall be separated into two sealed envelopes for submission to the City of Lowell Police Department:

1. **Non-Price Proposal:** One sealed envelope shall be clearly marked “Gunshot Detection & Location System”, NON-PRICE PROPOSAL, Submitted by: (Name of Proposer), Date Submitted” and shall contain the proposer’s *original non-price* proposal and one (1) identical copy.

2. **Price Proposal:** One sealed envelope shall be clearly marked “Gunshot Detection & Location System”, PRICE PROPOSAL, Submitted by: (Name of Proposer), Date Submitted” and shall contain the proposer’s *original price* proposal and one (1) identical copy.

Any proposal filed after the time and date specified herein shall not be accepted by the Official.

B. Acceptance of Proposal:

The submission of a proposal shall constitute agreement on the part of the proposer that, if the proposer is given or mailed a notice of acceptance within ninety (90) days (or such other time specified in the Advertisement) of the date of the opening of non-price proposals, the proposer shall within ten (10) business days of receipt of such notice, or within such additional time as the Official may authorize in writing, deliver to the Official a Contract properly executed together with any other required contract forms requested by the Official.

C. Opening and Evaluating Proposals:

An Evaluation Committee appointed by the Official shall open sealed non-price proposals in closed session, in the presence of one or more witnesses, on Wednesday, August 12, 2015. The Committee will evaluate proposals according to the non-price criteria set forth in this RFP and will make recommendations for Contract award.

The City of Lowell Chief Procurement Officer, who is not part of the “non-price” Evaluation Committee, will then open price proposals. Price and non-price evaluations will be submitted to the Official with recommendations. The Official shall determine the most advantageous proposal of a responsible and responsive proposer, taking into consideration Evaluation Committee and Financial Officer recommendations, price, and the Evaluation Criteria set forth herein.

The Official shall award the Contract by written notice to the selected proposer within the time for acceptance specified in the Advertisement. The parties may extend the time for acceptance by mutual agreement.

A register of proposals, including the name of each proposer and the number of modifications to the proposal, if any, will be available for public inspection following the opening of proposals. However, the contents of the proposals shall remain confidential and will not be made available to the public or competing proposers. Proposers wishing to review the contents of competing proposals may do so only after a Contract has been awarded and executed.

H. Proposals for Equal Items:

Equal proposals shall be considered. Except where otherwise noted to the contrary in the Contract documents, any proprietary name mentioned in Section 8, entitled "Scope of Services", is for the purpose of information only, and is not intended to limit competition. Proposals for any item, article, assembly, system, or any component, or part thereof, equal to that named in the specifications, will be considered. Any item shall be considered equal to the item so named if: (1) it is at least equal in durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design work being contracted for or the material being purchased, and; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in said specifications.

A proposer submitting a proposal on a proprietary item(s) other than the specific item(s) named in the specifications shall submit, with the proposal filed, a written notice containing the name and full particulars pertaining to such item(s), including, but not necessarily limited to, the manufacturer's name, catalog number, model number, and cost.

The decision of the City of Lowell as to whether an item(s) is or is not equal shall be final.

I. Expense of Proving Equality:

Any and all expenses necessary to prove to the Official the equality of items offered as equal to the specific item or specified names shall be borne exclusively by the proposer submitting any proposed substitutions.

J. Information as to Proposed Materials:

Before any Contract is awarded, the proposer may be required to furnish, without expense to the City, a complete statement of the original composition and manufacture of any or all materials proposed to be used in the performance of the work, together with all samples, which may be subjected to any reasonable tests required by the Official to determine their quality and fitness for the work.

K. Proposer Qualifications:

It is the purpose and intention of the Official not to award the Contract to any proposer who does not furnish evidence, when requested, satisfactory to the Official that it has the ability and experience to perform the pertinent class of work. Refer to Section 8, entitled "Scope of Services" for a detailed description of minimum qualifications required under this Contract.

L. Rejection of Proposals:

The Chief Procurement Officer may cancel this RFP, or may reject in whole or in part any and all proposals, if he determines that such cancellation or rejection serves the best interests of the City.

M. Basis For Award of Contract:

In the event that a Contract is awarded, it will be awarded to the responsible and responsive proposer whose proposal conforms to this RFP and is deemed by the City and the Official to be the most advantageous and in the City's best interest.

The Official may award a Contract, based upon the most advantageous proposal received, without additional submissions from the proposer. Accordingly, each proposal shall be submitted on the most favorable terms to the City. However, the Official reserves the right to request additional data, oral discussion, or presentations in support of written proposals.

Any Contract awarded as a result of this RFP will be deemed to be conditioned upon the general and specific provisions included herein.

N. Limitation:

This RFP does not commit the Official to award a Contract, to pay any costs incurred in the preparation of a proposal, or to procure any Contract for services or supplies. The Official reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to negotiate with any qualified source, or to use without limitation any or all of the ideas contained in such proposals if it is in the best interest of the City to do so.

All proposed materials and documents submitted by proposers under this RFP will automatically become the property of the City.

Expenses for developing proposals and for additional negotiations and submissions, as they may be required by the City, are completely the responsibility of the proposer and shall not be chargeable in any manner to the City.

Any information released either verbally or in writing prior to the issuance of this RFP shall be deemed preliminary and not binding on the City or its proposers.

The City accepts no financial responsibility for costs incurred by any proposer in responding to this RFP. Supporting technical manuals will be returned at the request of the proposer. Otherwise, all responses and materials related to this RFP will become the property of the City, and precautions will be taken to ensure the confidentiality of the material. The awarded Contract shall become public information upon its award and execution by the City.

O. Responsible and Responsive Proposers:

State Law requires that Contracts shall be awarded only to responsible and responsive proposers.

In order to qualify as responsible, the proposer must meet the following standards:

- a. Possess the capability to fully perform the services required under this Contract and the integrity and reliability, which assures good faith performance;
- b. Possess the necessary experience, organizational and technical qualifications, skills and facilities to perform the services specified in this RFP;

- c. Possess the ability to comply with the proposed or required dates of delivery and performance schedules; and
- d. Maintain a satisfactory record of performance.

In order to qualify as responsive, the proposer must comply with the following standards:

- a. Submit a complete proposal (with separately sealed price and non-price proposals) which conforms in all respects to this RFP;
- b. Submit a complete proposal which is signed by the appropriate authorized person and accompanied by all required certifications and representations;
- c. Include as part of the non-price proposal a list of six (6) or more professional and relevant references (or previous Contracts awarded) which demonstrate the proposer's ability to perform the services required in this RFP. A business(es) currently owned or operated by the proposer will be deemed appropriate;
- d. Submit a complete Plan of Services as specified in Section 8.

SECTION 7 SCOPE OF SERVICES Purchase Description and Specifications

A. General Specifications

In this request for proposal (RFP), the City of Lowell Police Department is interested in receiving proposals to install a Gunshot Detection and Location System. This RFP will identify the technical requirements for installation as well as the qualification criteria for the successful vendor. The vendor must meet the necessary elements for implementation. This RFP also anticipates that the vendor will have the Gunshot Detection and Location System, along with the current and future CCTV system, work together as one complimentary system. The vendor must also develop a system that anticipates future developments and upgrades.

The Vendor system will consist of a set of acoustic sensors mounted on rooftops or poles, or on vehicles or officers or individuals. All such sensors must interoperate with each other. The sensors are to connect either via a wired and/or wireless network to a central computer or at a police department command post (this can be mobile). All sensors must have GPS and be self-surveying. This technology must integrate with the City of Lowell Police Department's video surveillance system making the system even more robust. The technology should also facilitate mobility and quick modification of a coverage area. The Vendor sensors must have weatherproof enclosures protecting them from wind and rain, which minimizes the acoustic effects which weather will induce.

The Vendor's architecture should allow the actual acoustic sounds of detected incidents to be received and analyzed by the central computer and permit dispatchers to view the audio waveform and listen to the sounds before deciding to dispatch. The system must automatically categorize impulses as a gunshot, as multiple gunshots, as fireworks, or as other loud impulsive events (car backfires, etc.). This allows the dispatcher to accept the automatic identification or override it after viewing the waveform and listening to one or more sound recordings made at the remote sensors. The Vendor's visualization software must plot the location of the detected incident on a map and present the automatically determined incident type to the dispatcher. The software should be capable of determining direction of flight and mile per hour during multiple shot incidents.

The System needs to support immediate notification to officers on patrol via voice or text message to a cell-phone and/or email notification to a PDA. The system should provide officers with the address, time and event type of the gunshot event.

The Vendor's user interface needs to incorporate advanced mapping technology and a client-server architecture based on an industry standard SQL database engine. The raw acoustic data and location solutions together with auxiliary information must be saved. The dispatcher or administrator must have the ability to annotate the database with comments at any time as a law enforcement response unfolds in time. The comments must be time stamped, non-erasable, and are designed to become a legal record suitable for use in court. The system must contain an audit trail of all system settings and parameters. In addition, complete records of all triangulation mathematics must be stored permanently in the system. The Vendor's visualization software must allow incidents to be displayed by date range and incident type; this data can be printed as a report or exported as tab-delimited data for use by crime analysis teams.

Gunshot Detection

The Vendor's sensors need to be capable of analyzing the incoming acoustical data for gunshots. In order for the Vendor's system to determine the location of a gunshot, the gunshot must be detected on three or more sensors. The vendor's sensors must be calibrated as to their individual location using GPS and time; these factors will assist in the accuracy of the location identification of an incident.

Gunshot Location

Detection of a gunshot at a single sensor does not provide a location; it only provides the time of arrival at each sensor. The Vendor's system must compute the firing location from the arrival times using standard methods. The technique is usually called "triangulation" because a minimum of three arrival times are required to compute the three unknown variables, the gunshot location and the firing time.

It is critical that only the pulsations created by a specific gunshot are used when computing a location. The Vendor's system must make use of several technologies to ensure that sounds that are impulsive in nature (for example, hammering or car backfires) do not result in false triggering. The vendor system must have the unique ability to detect gunshots at a range of at least 1-mile non-line of fire and support a mobile, distributed, dynamic network of sensors. The vendors system must support sensors, which can be in motion during operation and/or moved quickly depending on mounting type. The option of having sensors that can operate while in motion is desirable for future considerations. In addition, all mobile and fixed options must be part of and operate as one system.

It would be highly advantageous to vendors utilizing spatial filtering and systems that have the least amount of sensors per square mile. The accuracy of the system must still be achieved, while taking into account the density of sensors. This significantly contributes to the reduction of the total system cost; along with reduced legal aspect of requiring formal written agreements (MOUs) with property owners/agencies. A significant differentiator is that the vendor system does not require any sensors to be in the direct line of fire to detect and locate a gunshot.

The vendor system must provide a notification alert with gunshot location is generated and sent to the command console with an average time of 10 seconds of a detected gunshot. The vendor system must provide integration with available aerial maps, parcel data, and street data provide a comprehensive visual display of the gunshot event. For future options the system must have proven interoperability with UAVs and surveillance cameras.

CCTV Integration

The Vendor will be capable to integrate all designated CCTV cameras, both inside and outside the three mile area. This integration will allow the cameras to be directed towards the gunshot location and capture video.

The software needed for the camera integration will be provided by the vendor in this contract. The actual cameras are not part of this contract.

Incident Location Accuracy

The Vendor's system will meet or exceed system performance for incidents within the coverage area, at 80% detection and location within a 25-meter radius of the actual location of the event during normal wind and weather conditions.

Accuracy of Multiple Shots Located Within an Incident (Intra-Incident Accuracy)

The Vendor's system must calculate the location of each individual shot in a multiple shot incident, providing an accurate picture of events. Most of the errors when detecting incidents are a function of local echo or wind patterns, temperature microclimates, or other shifting parameters. When multiple shots are fired the system needs to be capable of eliminating any sources of error when comparing the location of one shot to another within an incident.

Drive-By Shooting

Since the location of each shot is individually computed, the Vendor's system must detect motion of the shooter while firing. Vehicle velocity must be determined because relative accuracy for repeated shots within the same event is often an order of magnitude better than the absolute accuracy of the location. Data such as direction of flight and MPH need to be provided by the system when multiple shots are fired.

Incident Type Classification

The Vendor's system must provide varied levels of defense against false alarms:

False alarms are significantly reduced through the use of a spatial filter to reduce echoes, eliminate helicopter and other extraneous noises. The likelihood is important in allowing dispatchers or other personnel to assess whether an event could be a false alarm.

The Vendor's system must be capable of delivering the actual audio recording of an event, as heard at any sensor, which contributed to the calculation of a solution. This gives police dispatchers the ability to review the event before making final force deployment or police response decisions. Other noises can often be heard in these brief recordings, such as cars driving away, which provide

additional information to officers responding to the scene. The Vendor's training program must place emphasis on and train dispatchers to "listen to the event" to further improve accuracy.

Even though the Vendor's system may have filtered out a specific event, it must still display this event to users of the system so that dispatchers or police officers know that the Vendor's system detected something, albeit not gunfire. This is very useful when responding to false alarm calls from citizens or other 911 calls from the area. Recordings of these non-gunfire events are also kept, so that dispatchers or other personnel can review them and respond to non-gunfire events appropriately.

The False Alarm/Detection Rate Tradeoff

The Vendor's system must be capable of specifying an acceptable level of false positives and false negatives, and must tune the system in an attempt to match those preferences. The system's detection preferences must be tuned not only to the acoustic environment in which the system is deployed but also the physical and acoustic environment of the buildings in the coverage area. The system must also be able to take into account the workflow and preferences of the agency responding to incidents that the system detects, and able to adjust preferences.

The Vendor system technology must be able to filter out echoes when they are deployed in urban environments. The system architecture must be set to sift in or out "non-threat" events (such as fire crackers, car backfires, etc.)

B. Physical Characteristics

Sensors

The Vendor's system must support both analog and digital sensors, depending on the environment and cost considerations. Digital sensors must be designed to be wireless, but can also be connected via existing Internet of IP connectivity of any sort. Digital sensors must include: one or more acoustic sensors, a digital processor which analyzes and characterizes sounds, on-board spooling/recording capability for recording incident audio, onboard audio storage, GPS, a wireless radio or other communication devices, a battery, and various diagnostic and other equipment. The Vendor must be capable of delivering three different types of sensors. (Individually worn sensors; sensors deployed on vehicles; and fixed sensors deployed on buildings or other fixed locations.) All the Vendor's digital sensors must be built to be interoperable, regardless of mounting and/or configuration.

The mobility option of a sensors/system allows for a more flexible and cost-effective expansion in the future. The vendor's system must offer the options of an individual-worn and a mobile gunshot location system; which would allow officers, on the move, to detect/ locate gunshots. Both the fixed system and the optional mobile systems must seamlessly operate within the same operating platform.

This system should support all mobile applications, such that as the vehicle moves blend with others in the grids. These sensors should be able to be integrated with multiple fixed camera platforms (not co-located) or in concert with UAV's for aerial visual of the direction of fire. If multiple gunshots occur on the move the system will be able to give a visual direction of flight of the suspect.

The Vendors fixed sensors, either wired or wireless, are for installation around temporary or fixed locations and will consist of a rapid-deployment wireless version. These fixed sensors can be quickly and easily installed on walls, posts, and rooftops to form a complete grid that detects/locates gunfire and instantly relay that information to a visual display. This technology can be dismantled and re-deployed as needed.

Communication

The Vendor's digital sensors must communicate with the server over either point-to-point wireless radio (RF) links, over existing TCP/IP connections, leased lines or backhauls, which can be either wired (Ethernet, etc.) or wireless (802.11/WiFi, etc). Data transmission must be minimal, with an average packet size of less than 100 bytes, until a gunshot incident is located, at which point data of the event is downloaded over the network after the event is detected and located. It must not be necessary for the system to wait to download the audio before alerting an agency to the event in question. Analog sensors must maintain an always-on connection via telephone lines.

The Vendor will be responsible for the coordination, installation and connection of their digital sensors to the above-described networks. The City of Lowell Police Department will incur any reoccurring lease costs associated with any communication link.

Central Server Storage

The Vendor's server must perform all location and discrimination/ classification.

It also must maintain a database of all events, and updates a live GIS (Geographical Information System) database with all pertinent incident data. The server must archive all incident and audio data for five (5) years. Capable of interfacing with remote terminals, including those used by dispatchers, crime analysts, commanders and others. Terminals must access this server via standard network protocols. This server also must maintain communications with the Vendor's system monitoring software, as well as send outbound notification of events to remote terminals and via email, text, to tablets and computers and/or smartphones (both Apple and Android). The system must be capable of exporting incident data in real-time using industry standard formats such as XML and HTTP via TCP/IP based protocols.

Dispatch Work Stations/ Software

The vendor will provide six (6) complete turn-key workstations for the City of Lowell Police Department Dispatch Center.

The Vendor must also deliver software, which reports incidents as the system detects them. This software must display aerial photography of the entire coverage area, enable the user to receive notification and acknowledge new events, play audio, and review historical records. The Vendor's software must display historical data, which is useful for analyzing actual crime patterns, as opposed to citizen reported crime patterns. Sensor locations must be reported by the visualization software in real-time.

The Vendor's dispatch software must be fully integrated with the Larimore System maintained by the City of Lowell Police Department. The vendor must be able to provide digital data extract of all collected information. Must also have the capability to provide all latitude and longitude coordinates for all incidents.

Mobile Application

The Vendor will provide unlimited mobile software packages for patrol units.

The Vendor must also provide mobile software that would be available for Mobile Data applications, providing similar information to officers in the field. This software should be capable of providing officers with a user-friendly screen identifying incident location. Officers should be able to have a map notification “pop up” on MDT’s when an incident occurs. This software shall be capable of using GPS to provide the location information of the police vehicles in relationship to the shooting event of incident.

Record-Keeping and Archiving

The Vendor’s system must maintain permanent archives of all gunshot or other located incidents, including location, time, number and location of individual shots, system configuration, aerial photography, and audio recordings from all sensors, which contributed to locating the event. Such materials must be maintained on the Vendor’s server for a period of no less than two (2) years on-line and five (5) years offline

Data Rights

All data from the City of Lowell remains exclusive to the City of Lowell and the vendor cannot share, distribute said data without permission from the City of Lowell

Source Code

The City of Lowell and the vendor agree to enter into an escrow agreement to protect the City of Lowell’s data

System and Sensor Monitoring

The Vendor’s must have the ability to externally monitor the installed City of Lowell Police Department system for problems. The system monitoring should review the performance of all aspects of the City of Lowell Police Department systems on a 24/7/365 basis. The Vendor’s servers must also be capable of sending email to administrators in the event of system problems. .

The Vendor’s server for telemetry and performance must continuously monitor all sensors; sensors status should be updated continuously. Offline sensors must be immediately reported and identified by the Vendor’s monitoring server and electronic notifications of such failures must be made to system administrators.

C. System Implementation

The system shall include all hardware and software required for communicating with, programming or monitoring any of the supplied units. It is the vendor’s responsibility to

incorporate all of the above and to establish the communications between the units and the Dispatch Center. The wireless communication system may be provided directly by the vendor or in partnership with a wireless system vendor. Vendor shall explain how the entire system will be deployed and who is responsible for maintaining the various components.

Parts

The Vendor shall insure the maintenance provider has a sufficient parts inventory.

Installation

All materials, parts and supplies necessary for the units and system installation and training shall be furnished by the Vendor and included in the proposal.

Installation factors applicable will be:

- Installation schedule performance (delivery, appearance of units)
- On street performance consistent with specifications (operation of hardware and software within specification parameters)
- Quality (compliance with contract terms, conditions and specifications)
- Field product support
- Warranty performance (response to service calls)

Planning for upgrades

The City expects to collaborate with the Vendor on development and testing of hardware upgrades.

1. If the City of Lowell Police Department is offered an upgrade of components or new features the Vendor shall provide to the City of Lowell Police Department a price discount. (All software upgrades will be included in all warranty/maintenance contracts purchased for the system as identified within the RFP.)

Technical support

Over the life of the contract as well as through and beyond the warranty period, Vendors shall have technician support readily available, capable of handling unit repairs and programming, who must respond within twenty-four (24) hours if the need arises. In addition, the vendor must have a technical support number for troubleshooting both software and hardware issues. The vendor must have the ability to make available any downloads required for the system. All operating manuals that support installation, maintenance and user information complete with system diagrams and specifications shall be in English.

Training

The successful vendor shall provide training at a designated City facilities for each City of Lowell Police Department designated employee to develop expertise in the software applications of their product, including, but not limited to:

1. Overview of installation process
2. On going maintenance concerns
3. Basic troubleshooting repairs
4. Operation/ user/ train-the-trainer
5. Software reports and queries

Vendor shall provide a thorough outline of the training content and provide a training schedule for both software and hardware. In addition to the classroom training manuals, the Vendor is to supply at least 10 copies of all operating, training and repair manuals.

Performance Standards

Equipment and service performance standards will be developed in consultation with City of Lowell Police Department staff and those standards will be included in the final contract. Purchases of equipment and services for subsequent installation phases will be based upon satisfactory compliance with the performance standards.

Vendor shall provide existing performance standards for each unit, explaining how their product will perform under normal operating conditions. These standards will include anticipated rates of failure for each unit, including a breakdown by component type.

Performance elements will be re-examined during each installation phase and a determination made to continue with any potential future expansion resulting in additional purchases.

As options are added to the system, vendor performance standards for those options will be developed in consultation with City of Lowell Police Department staff. These standards will then apply for future evaluations.

D. Other

References

References provided by the Vendor will be used to determine whether vendor's performance on similar contracts has been satisfactory.

1. Vendor will provide satisfactory references and contact information for a minimum of six-(6) currently active commercial/ government jurisdiction, (any size).
2. Three of the six references must include an installation of an area two (2) square miles or more, with similar climate conditions to Lowell.
3. Two of the six references must also have a system that is currently operational for least two (2) years.
4. Vendor will provide existing maintenance program schedules used by two (2)-Commercial/

Government installations that have had their product on street for two (2) years or more and currently in use. .

Proposed Delivery/Installation Schedule

Delivery and installation of the initial procurement of an estimated three (3) square miles of sensors will begin upon final execution of the contract.

Warranty

With respect to the system purchased hereunder, the vendor will warrant that the product will (I) conform in all respects to the requirements of this Agreement, (II) be free from all defects, whether patent or latent, in materials and workmanship for a period of one (1) year from the date of installation, and (III) be free and clear from all liens, charges and encumbrances of any kind whatsoever resulting from said purchase. To the extent any parts are covered by any warranty made by the manufacturer or supplier of such parts, all rights, title and interests to such warranties are hereby assigned to the Department. The Vendor shall also provide the City of Lowell Police Department free of charge with any new software releases for the duration of the three year period.

Maintenance

All maintenance for the duration of the three (3) year contract is included.

Maintenance and Subscription Agreements

The program will also cover maintenance and if necessary replacement of all system hardware at no additional cost, including outdoor hardware (such as sensors and radio equipment) which can be damaged due to environmental factors.

Maintenance Services will also include basic remote online monitoring of the system by the vendor's personnel. This remote monitoring will be performed automatically and will allow notification of certain critical performance events and system health measurement changes to be transmitted to Vendor's personnel.

Maintenance support and responses to system failures during the warranty period shall include:

Eight (8) hour, Five (5) days per week, maximum 24-hour response for non-critical system components.

Following corrections of system failures, vendor shall provide the City of Lowell Police Department with a written report identifying the nature of the failure, corrective action taken and the length of time required to restore normal equipment operation.

Vendors shall insure that the maintenance provider has sufficient parts inventory, equipment and certified employees to maintain the system.

E. Optional Features

Additional features are not required, but vendors are encouraged to offer upgrades and services beyond the initial requirements outlined by the City of Lowell Police Department.

The City of Lowell Police Department encourages the vendor to propose options that are feasible and which are based on vendor experience or partnerships where success can be demonstrated. Each proposal should describe how the option(s) would be integrated with the other requirements of this RFP. The City will value the option(s) provided by each vendor in the evaluation process. Proposal for options could include, but are not limited to:

- Integration of the Gunshot Detection and Location System with any current City of Lowell Police Department owned application or system.
- Mobile applications for sensors
- Present/ future modes of viewing
 - a. Smartphone (Apple)

Vendors who provide optional features must explain how their company and product are situated to provide support and development services that will help the City of Lowell Police Department utilizes its vision of integrated available systems and technology.

SECTION 8 PLAN OF SERVICES

Overview:

In an effort to assess the organizational structure and capabilities of all proposers, the City of Lowell Police Department shall require proposers to submit responses to all inquiries provided below. Responses shall be submitted on separate 8½" x 11" paper as part of the non-price proposal. Proposers must re-state each inquiry and shall not submit more than one page per response. Responses will be considered part of the comparative evaluation. If the Contract is awarded, the successful proposer's responses shall be binding under this Contract. Proposers are advised to refer to all applicable sections of this RFP for equipment, operational, staffing, financial and other service and supply requirements before providing responses to this section.

1. What would be your installation plan for this contract?
2. Identify how your company plans to implement a training program within the City of Lowell Police Department. (Enclose training syllabus)
3. Identify how your Company plans to implement the warranty/ maintenance contract within this proposal. This will include service call time frames; along with how often your own remote system monitors the City of Lowell Police Department system for potential problems. When you find system problems how will the City of Lowell Police Department be notified? If your company intends to subcontract this portion of the work, include a copy of the proposed subcontract for the City of Lowell Police Department's review and approval.
4. Address the quality of your components and hardware.
5. Describe the capabilities of your software.

SECTION 9

Submittal Requirements

Vendors must follow the requirements set forth below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined at the City of Lowell Police Department's sole discretion. The content and sequence of each proposal must be as follows:

Cover Letter

A cover letter describing the Vendor and including all of the following:

1. The official business names of the Vendor.
2. The Vendor's organizational structure (e.g. Corporation, partnership, limited liability company, etc.)
3. The jurisdiction in which the Vendor is organized and the date of such organization.
4. The Vendor's Federal Tax Identification Number.
5. The signature of the individual authorized to bind the Vendor to this contract.
6. A representation that the Vendor is in good standing in the State of Massachusetts and has all necessary licenses, permits, approvals and authorizations necessary in order to perform all of the Vendor's obligations in connection with this RFP and the Final Agreement.
7. An acceptance of all conditions and requirements contained in this RFP.

Executive Summary

A brief summation of the highlights of the proposal and the overall benefits of the proposal to the City. This summation will include a discussion of any and all methodologies or approaches. The summation should be easily understood.

Technical Proposal

A document containing detailed specification of the Gunshot Detection and Location System the Vendor will be offering to the City.

Qualifications and Experience

A description of the capabilities of the Vendor that pertain to this RFP. This description should include a detailed summary of the Vendor's experience. Describe the Vendor's organization (including any and all affiliates and subsidiaries, whether location inside or outside the City) and staff, the proposed plans to handle the additional business if awarded this contract, with details on additional personnel, organizational changes and equipment (including local distributor) required.

Financial Statements

Proposer must provide copies of the most recent audited or reviewed financial statements, completed by an accredited CPA firm. Financial statement must have been reviewed within the past five (5) years.

System Description

Complete description of equipment and materials to be provided and services to be performed.

Warranty/Maintenance

A description of all warranty provisions and maintenance operations.

Training Plan

A plan for training of City of Lowell Police Department employees in the operation of equipment and services contained in the RFP.

Price Proposal (to be submitted in a separate envelope – (refer to section 13)

Prices the Vendor agrees to charge the City for equipment, materials and services specified in the RFP.

Equipment Brochures/Specification Sheet

Complete descriptive brochures and specification sheets for all equipment and materials required under this RFP.

References

References provided by the Vendor will be used to determine whether vendor's performance on similar contracts has been satisfactory.

- Vendor will provide satisfactory references and contact information for a minimum six- (6) currently active commercial/ government jurisdiction, (any size).
- Two of the six references must include an installation of an area two (2) square miles or more, with similar climate condition to Lowell.
- Two of the six references must also have a system that is currently operational for least two (2) years.
- Vendor will provide existing maintenance program schedules used by two (2)-Commercial/ Government installations that have had their product on street for two (2) years or more and currently in use. .

Insurance Requirements

The successful proposer shall take out and maintain during the term of the contract the following insurance:

- (1) such Workman's Compensation insurance as may be reasonably necessary and required to protect the Contractor from claims under General Laws Chapter 152 (the Worker's Compensation Law)
- (2) such public liability and property damage insurance as shall name the City of Lowell as a

Certificate Holder and protect the Contractor and any subcontractor performing work covered by his contract from claims for personal injury, including wrongful death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by either of them at, and/or away from, the Contractor's place of business and the amounts of insurance shall be as follows:

- (a) public liability insurance in any amount not less than One Hundred Thousand Dollars (\$100,000.00) for injuries including wrongful death, to any person, and, subject to the same limit for each person, in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) on account of one accident; and
- (b) property damage insurance in an amount not less than Fifty Thousand Dollars (\$50,000.00) for damages on account of any one accident and an amount not less than One Hundred Thousand Dollars (\$100,000.00) for damages on account of all accidents.

Simultaneously with the filing of this RFP the proposer shall provide the City with policies, binders or certificates evidencing that the above insurance is in full force and effect. Failure of the Contractor to provide and continue in force such insurance shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

Submit insurance certificates indicating general liability and workman's compensation. An **ORIGINAL, CURRENT INSURANCE CERTIFICATE(S) is required which names the City of Lowell as additionally insured.** Your contract cannot be processed until this form is submitted.

Prevailing Wage Rates and Requirements

Pursuant to MGL Chapter 149, §§ 26-27, the contractor is required to pay the enclosed prevailing wage rates to all personnel assigned to perform services as specified in this contract. All requirements are detailed in the prevailing wage documents in Section 15 (Contract Documents).

Criminal Offender Record Information Requirements

In accordance with the provisions of the City of Lowell, vendors entering into a contract with the City of Lowell must review and complete the enclosed CORI Forms

SECTION 10 METHODOLOGY FOR EVALUATING PROPOSALS

A. Overview and Instructions

Proposals will be evaluated based upon three major criteria:

1. Minimum Evaluation Criteria;
2. Comparative Evaluation Criteria; and
3. Best Price

Proposers shall respond to Section 12 entitled “Minimum Evaluation Criteria” and shall submit their responses (of “Yes” or “No”) as part of the non-price proposal. If a proposer does not meet all of the minimum criteria, no further consideration of the proposal will be made by the City of Lowell Police Department.

The Comparative Evaluation Criteria, Section 13, identifies the criteria to be used by the City of Lowell Police Department's evaluation committee to assess and determine the qualifications, ability, reputation and experience of each proposer. (This section does not allow for responses).

B. Minimum Evaluation Criteria:

Minimum evaluation criteria reflect those standards or attributes which the City of Lowell Police Department considers essential to the satisfactory performance of the Contract. The City of Lowell Police Department will use the minimum criteria to identify responsive proposals (those that offer all of the supplies or services requested in this RFP and contain properly completed and submitted information and forms required) and responsible proposers (those with the capability, integrity, and reliability to perform under the Contract). All proposers meeting the minimum evaluation criteria will be considered and compared on the basis of the comparative evaluation criteria and best price criteria.

C. Comparative Evaluation Criteria:

Evaluation of proposals will be based on information provided in the proposals and obtained in site visits of proposers' facilities, from calls to proposers' professional references and from other generally available and verifiable information. In its evaluation of proposals, the City of Lowell Police Department considers some criteria highly significant and others of lesser significance. However, all criteria will be considered.

The City of Lowell Police Department will apply comparative evaluation criteria in deciding which proposals to select from among those that meet the minimum evaluation criteria. A rating of “Highly Advantageous,” “Advantageous,” “Not Advantageous” or “Unacceptable” will be assigned to each criterion (of each proposal) by the evaluation committee. Such a rating will be assigned on the basis of all information and documentation received.

The sources of information necessary to comparatively evaluate each proposer will include the following:

1. The proposer's response to Section 9, entitled "Plan of Services";
2. The proposer's response to Section 4, entitled "Profile of Proposer";
3. The inclusiveness, quality and innovativeness of the proposer's non-price proposal;
4. The proposer's warranty;
5. An investigation of the proposer's professional references;
6. All other information available to the City of Lowell Police Department to verify the proposal information.
7. The proposer's ability to meet the requirements outline, and with best chance of expansion options, value

D. Best Price Criteria:

Best Price will be determined by an evaluation of two categories: the ability of the Vendor to meet all aspects of the City of Lowell Police Department requirements; and the ability to deliver a cost effective implementation of the System.

1. Meet City of Lowell Police Department's requirements:

The Vendors shall be required to best meet all the City of Lowell Police Department's requirements, outlined in this RFP, for the implementation of a Gunshot Detection and Location System.

2. Cost effective implementation:

Vendors shall submit, as the second component of the price proposal showing how their system, not only meets all the requirements, but also is also a cost effective in its deployments. Refer to Section 8, entitled "Scope of Services," for detailed specifications.

Proposer's Note: In evaluating the price proposals, the vendor's ability to meet all the requirements in the RFP shall be considered equally significant, with a cost effective design/ installation.

SECTION 11 MINIMUM EVALUATION CRITERIA

All proposers meeting the minimum evaluation criteria will be considered and compared on the basis of the comparative evaluation and best price criteria.

Bidders must acknowledge that they meet all ten (10) minimum criteria listed below, by circling yes or no to each item.

1. Must be web based subscription and managed services that can detect, classify, triangulate and publish the exact location of gunfire with or without the use of video.
 - a. Yes or No
2. Service must be capable of steering multiple cameras from multiple locations towards an incident.
 - a. Yes or No
3. Service must capture audio recording of incidents and transmit to first responders in the field through a simple web based portal to provide situational awareness and improve their safety.
 - a. Yes or No
4. Service must be scalable for handling alerts from hundreds of locations through no cost web-based dispatch, mobile and crime analysis portals and capable of cross-correlation to crime analysis tools and Federal databases such as the BATF NIBIN system.
 - a. Yes or No
5. Service must be in active service supporting DoJ-based violent crime and firearms reductions programs such as Project Safe Neighborhoods and Frontline.
 - a. Yes or No
6. To prove the technology is proven commercial, the system must have at least 2 substantiated active references of similar size and scope in which a deployment producing the results listed in item 7.
 - a. Yes or No
7. Service must have confirmed direct results with law enforcement in developing investigations, increasing arrests, removing illegal guns from the street, increasing field interviews, developing court admissible evidence and aiding in convictions.
 - a. Yes or No
8. Company must have at least 3 years of experiencing in developing, delivering and supporting active systems with an extensive collection of best practices developed by law enforcement agencies across the US including active cases and closed convictions.
 - a. Yes or No
9. Company must have 3 years of experience in providing detailed forensic reports following chain of custody rules and then providing expert witness testimony as required in support of prosecutions.
 - a. Yes or No
10. Company must have provided certified extensive training for dispatch, investigations, patrol, prosecutions and crime analysis. This training must be provided by a law enforcement subject matter expert.
 - a. Yes or No

SECTION 12 COMPARATIVE EVALUATION CRITERIA

Should a proposer meet all of the minimum criteria, the proposer's proposal will be compared on price and the following comparative criteria:

Criteria for selection will also include the following:

1. Reliability as determined through references;
2. Reputation as determined through references;
3. Experience as determined through years of operational experience specific to this technology.
4. Experience and training of staff as determined by proposal documentation;
5. Available options for expansion/ utilization
6. Experience installing/ maintaining active Gunshot Location and Detection Systems.
7. Price as it benefits the City of Lowell Police Department, as determined by the price proposal
8. Operational capability as determined by the proposer's responses to the Plan of Services, Section 8;
9. Efficiency of operations as determined by past installation.

Criterion I: Clarity, Completeness and Acceptability of Plan of Services.

Unacceptable: Plan of Services is not clearly written or does not identify how the required services are to be performed, or both.

Not Advantageous: Plan of Services does not address all of the specific methods necessary to perform the required services or such methods are unsatisfactory or inconsistent with the provisions of this RFP.

Advantageous: Plan of Services is clearly written and fully describes all methods necessary to perform the required services, and the Plan of Services is acceptable and satisfactory.

Highly Advantageous: Plan of Services is clearly written and fully describes all methods necessary to perform the required services, and the Plan of Services is highly efficient and organized.

Criterion II: Proposed Training.

Unacceptable: The proposed syllabus is not clearly written or logically proposed.

Not Advantageous: The proposed syllabus is too general in scope and makes assumptions as to the operator's technical abilities.

Advantageous: The proposed syllabus is clearly written and offers an acceptable level of knowledge of the system.

Highly Advantageous: The proposed syllabus is clearly written and *innovative* and takes into account a wide variety of a department's needs.

Criterion III: Professional references, relevance and reputation.

Unacceptable: Two or more references suggested the proposer's inability to successfully perform the required services, a dissatisfactory professional reputation or prior or current professional service as irrelevant.

Not Advantageous: One reference suggested the proposer's inability to successfully perform the required services, a dissatisfactory professional reputation or prior or current professional service as irrelevant.

Advantageous: All references suggested the proposer's ability to successfully perform the required services, a satisfactory professional reputation and prior or current professional service as relevant to the services required under this RFP.

Highly Advantageous: All references suggested the proposer's ability to successfully perform the required services, a sterling professional reputation and prior or current professional service as *very similar* to the services required under this RFP.

Criterion IV: Experience

Unacceptable: The proposer possesses less than 1-year experience installing Gunshot Detection and Location Systems.

Not Advantageous: The proposer possesses less than 3 years experience installing Gunshot Detection and Location Systems, and their installations cover one (1) square mile or less.

Advantageous: The proposer has more than 3 but less than 5 years experience installing Gunshot Detection Systems, which has included at least one system with a minimum two (2) square mile contract that is currently in operation.

Highly Advantageous: The proposer has over 5 years installing Gunshot Detection Systems and has installed at least three (3) systems, and each are in an area of two (2) square miles or greater. These systems must also be in like climate conditions, similar to Lowell.

Criterion V: Proposer shall describe the capabilities of their software

Unacceptable: The proposer describes limited capabilities of the software/ display screen used in their Gunshot Location and Detection System.

Not Advantageous: The proposer describes sufficient capabilities of the software/ display screen used in their Gunshot Detection and Location System.

Advantageous: The proposer clearly describes a high number of desirable capabilities of the software/ display screen used in their Gunshot Detection and Location System.

Highly Advantageous The proposer clearly describes the highest number of desirable capabilities

of the software/ display screen used in Gunshot location and Detection System.

Criterion VI: Quality of Proposer's Response to this RFP.

Unacceptable: The proposer's response is not clearly written, demonstrates with less than moderate degree of relevant detail or appropriate supporting documentation the benefits of the proposer's proposed services to the Lowell Police Department or demonstrates with a less than moderate degree of assurance the proposer's ability to implement the scope of work set forth in this RFP.

Not Advantageous: The proposer's response is not well organized, demonstrates a moderate degree of relevant detail (or submits superfluous detail) or appropriate supporting documentation or demonstrates with only a moderate degree of assurance the proposer's ability to implement the scope of work set forth in this RFP.

Advantageous: The proposer's response is clearly written and sufficiently organized, demonstrates a satisfactory degree of relevant detail and appropriate supporting documentation, and demonstrates with a good degree of assurance the proposer's ability to implement the scope of work set forth in this RFP.

Highly Advantageous: The proposer's response is clearly written and superbly organized, demonstrates the highest degree of relevant detail and appropriate supporting documentation, and demonstrates the highest degree of assurance the Proposer's ability to implement the scope of work set forth in this RFP.

Criterion VII: Experienced management and staffing within the organization.

Unacceptable: The proposer's submitted documentation is inconclusive or reveals an inadequately inexperienced management.

Not Advantageous: The proposer's submitted documentation reveals a moderate degree of staff training and experience.

Advantageous: The proposer's submitted documentation reveals a sufficient degree of staff training and experience.

Highly Advantageous: The proposer's submitted documentation reveals a significant degree of staff training and experience.

Criterion VIII: Remote Sensors/ System Monitoring for Performance

Unacceptable: The proposer does not have or use a remote monitoring system.

Non-Advantageous: The proposer remotely monitors the system only when the customer reports an issue/ problem.

Advantageous: The proposer clearly describes their remote monitoring capabilities, and the proposer monitors performance at least once per day.

Highly Advantageous: The proposer clearly describes their remote monitoring capabilities and the proposer constantly monitors the customer's system throughout the day.

Criterion VIV: Proposer shall describe clearly provided existing performance standards for their sensors and antenna, and explain how their product will operate under normal working conditions.

Unacceptable: The proposer does not provide existing performance standards for the sensor and antenna units explaining how their product will perform under normal operating conditions.

Highly Advantageous: The proposer clearly provides existing performance standards for sensors and antennas under normal operating conditions.

"Options" performance- area

Proposals that include optional features will have an additional evaluation performed. **The optional features for each Proposal will be evaluated and scored as a package and will not be evaluated and scored separately.** Proposal packages will be evaluated based on the following criteria.

- Experience/expertise of proposer/partners in regards to developing and implementing innovations.
- Feasibility and commercial viability of option features.
- Proposer's who provide optional features must explain how their company and product are situated to provide support, integration and enhancements to the City of Lowell Police Department missions.

SECTION 13

PRICE PROPOSAL

The price proposal must be submitted in a separately sealed envelope from the non-price proposal.

- A. Detailed cost breakdown information with this proposal shall include unit pricing and extensions. In case of discrepancy between the two, the unit price(s) shall govern.
- B. Unit pricing will include the individual item(s)/unit cost x quantity.
- C. Unit price(s) shall include freight and delivery. Freight/ delivery shall not be an “add-on” cost
- D. Total System Cost, which includes all services for a turnkey fully operational, should be reflected below.
- E. The software required to allow cameras to work with the system is part of this contract. When the City requires cameras to work with the system the bidder is required to provide all necessary expertise, including on-site if required by the City.

The City of Lowell is requesting subscription-based service model. The subscription-based model, the bidder will include all costs in the annual subscription fee including all costs to acquire, install, operate and maintain for three years after implementation. All training, service initiation and startup are included in subscription.

Item	Cost
Year one annual subscription fee	\$
Year two annual subscription fee	\$
Year three annual subscription fee	\$
Training cost for City of Lowell Police Department personnel	\$
Total System Cost	\$ *

IN WORDS: _____

Signature of Bidder _____

Print Name and Title _____

Company Name and Address _____

Telephone Number _____

Email _____

Payments:

Be advised that the City of Lowell will only pay invoices after the system is operational.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Plans and Specifications.

1. Have been in business under present business name of _____

for _____ years.

2. Ever failed to complete any work? _____

3. List one or more recent projects with names of Community and Engineer on which you served as general contractor similar to work required for this project.

Project and Engineer	Community	Date	Amount
a)	_____	_____	_____
b)	_____	_____	_____
c)	_____	_____	_____

4. Bank Reference _____

1. The undersigned agrees that, if he is selected as general contractor, he will within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of the general bid and furnish a performance bond and also a labor and materials or payment bond, each of a Surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of one hundred percent (100%) of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that he is able to furnish labor and can work in harmony with all other elements of labor employed or to be employed on the work.

Date: _____

(Name of General Bidder)

BY _____
(Signature)

(Title of Signer)

(Business Address)

(City and State)

(Phone Number)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

ss

County of _____)

_____ being duly sworn,
deposes and says that:

(1) He is (owner, partner, office representative or agent) of _____

_____ the Bidder that has submitted the attached
bid;

(2) He is fully informed respecting the preparation and contents of the attached bid and of all
pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a
collusive or sham bid in connection with the Contract for which the attached bid has been
submitted, or to refrain from bidding in connection with such contract, or has in any manner
directly or indirectly, sought by agreement or collusion or communication or conference with any
other Bidder, firm or person to fix the price or prices in the attached bid, or of any other Bidder; or
to fix any overhead, profit or cost element of the bid price, or the bid price of any other Bidder; or
to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage
against the CITY OF LOWELL or any person interested in the proposed Contract; Shot Detection
System

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its
agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Title)

Subscribed and sworn to before me on
this _____ day of _____, 20__

Title

My commission expires _____

A. Contractors' Certification

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

_____ certifies that:
Contractor

1. It intends to use the following listed construction trades in the work under the contract

_____ ; and

2. Will comply with the minority manpower ratio and specific affirmative action steps contained herein; and

3. Will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions.

(Signature of authorized representative of contractor)

B. Subcontractors' Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTORS' CERTIFICATION

_____ certifies that:
Subcontractor

1. It tends to use the following listed construction trades in the work under the subcontract

_____ ; and

2. Will comply with the minority manpower ratio and specific affirmative action steps contained herein; and

3. Will obtain from each of the subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by these bid conditions.

(Signature of authorized representative of subcontractor)

2. In order to ensure that the said subcontractors' certification becomes a part of all subcontractors under the prime contract, no subcontract shall be executed until an authorized representative of the state agency (or agencies) administering this project has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

ACKNOWLEDGEMENT OF ADDENDA

THE BIDDER ACKNOWLEDGES ALL ADDENDA.

ADDENDA NUMBER

DATE ISSUED
