

**City Council Questions and Answers for  
Thursday, June 23, 2016**

These questions and answers are related to the  
Austin City Council meeting that will convene at 10:00 AM on  
Thursday, June 23, 2016 at Austin City Hall  
301 W. Second Street, Austin, TX



**Mayor Steve Adler**  
**Mayor Pro Tem Kathie Tovo, District 9**  
**Council Member Ora Houston, District 1**  
**Council Member Delia Garza, District 2**  
**Council Member Sabino "Pio" Renteria, District 3**  
**Council Member Gregorio Casar, District 4**  
**Council Member Ann Kitchen, District 5**  
**Council Member Don Zimmerman, District 6**  
**Council Member Leslie Pool, District 7**  
**Council Member Ellen Troxclair, District 8**  
**Council Member Sheri Gallo, District 10**

*The City Council Questions and Answers Report was derived from a need to provide City Council Members an opportunity to solicit clarifying information from City Departments as it relates to requests for council action. After a City Council Regular Meeting agenda has been published, Council Members will have the opportunity to ask questions of departments via the City Manager's Agenda Office. This process continues until 5:00 p.m. the Tuesday before the Council meeting. The final report is distributed at noon to City Council the Wednesday before the council meeting.*

## **QUESTIONS FROM COUNCIL**

1. Agenda Item # 2: Approve an ordinance repealing and replacing city code sections 3-1-25 and 3-1-26 relating to the reclamation of an impounded animal and the disposition of an unclaimed impounded animal and making conforming changes to a city code section 3-2-32.
  - a. QUESTION: 1) Why was the duration for termination of ownership set at 3 business days, as opposed to a longer period? 2) Did the commission consider including special provisions for when exceptional circumstances (e.g. snow, flood) might delay the owner? 3) Did the commission consider including any geographic restriction on the location of 501(c)(3) entities to whom pets may be transferred? COUNCIL MEMBER GARZA'S OFFICE
  - b. ANSWER: 1) The duration for termination of ownership is not changing from the current three day business day period. The vast majority of owners who will reclaim pets contact the shelter or filed a lost report within the first 48 hours the pet is missing. As long as we have identified an owner, we hold the animal past the three day period. Because the shelter operates at capacity nine months of the year, any extension of the stray period would require one of two things: More kennels to house the animals and staff to care for them or the shelter would be forced to euthanize for space. Every animal is started on its pathway out of the building through rescue or adoption on the fourth day it is here and many leave on that fourth day. 2) During exceptional circumstances like floods and fires, the shelter sees an influx of animals and it is even more urgent to move animals on the fourth day to rescue or adoption. The shelter is open, regardless of exceptional circumstances and as long as people contact the shelter during these periods, we hold their animals until they can get to the center and retrieve them. 3) Regarding the geographic limitation, there are no conceivable circumstances when an animal would be moved outside of Travis County or one of the surrounding counties during the stray hold period. This ability to physically move animals to rescue during the stray hold is intended to save pets' lives. The pets moved during the stray hold are those who will not likely survive at the shelter for a three day stray hold. These include puppies with Parvovirus, neonatal kittens and animals who need around-the-clock medical care to survive. Most of the pets being moved during the stray hold period are going to Austin Pets Alive's kitten

nursery or Parvo puppy ward.

2. Agenda Item # 3: Approve issuance of a rebate to FLEXTRONICS for the installation of water conservation measurables, in an amount not to exceed \$100,000.
  - a. QUESTION: Given that Flextronics is a high water user and is being charged in the highest tier of water rates, what does 64,500 gallons per day equal in dollars saved for the day, year, and 10 years? COUNCIL MEMBER TROXCLAIR'S OFFICE
  - b. ANSWER: Flextronics is subject to commercial rates, which are not tiered but seasonal. A savings of 64,500 gallons per day represents \$375.39 in volumetric charges during the off-peak period (Nov-Jun) and \$412.80 during the peak period (Jul-Oct). At current rates, this represents \$141,618.78 annually, or \$1,416,187.80 over a 10-year period. These figures do not include charges for water meters, reserve fund surcharges, or wastewater.
3. Agenda Item # 6: Authorize the use of the Construction-Manager-at-Risk contracting methodology for solicitation of construction services for the Alliance Children's Garden.
  - a. QUESTION: Why, specifically, is Construction-Manager-at-Risk methodology suggested on this project over the standard, "lowest bidder" methodology? COUNCIL MEMBER TROXCLAIR'S OFFICE
  - b. ANSWER: The Alliance Children's Garden is currently in the schematic design phase. The project needed a way to maximize the budget, compress the schedule, and provide multiple specialty items in conjunction with Preconstruction services and value engineering. The Invitation for Bid (low bid method) does not allow for these considerations. The Construction Manager at Risk is the most effective method considering professional design services are underway. The use of the Construction Manager at Risk process will allow the Construction Manager to provide valuable preconstruction phase services such as collaborating with the City and the Designer on constructability and recommendations as well as cost analysis and recommendations on savings while design is underway. The Construction Manager and design team will work in tandem to develop a project that is in line with the projected budget. Also, there are proposed elements of the project that will benefit from multiple work packages to allow for sequenced and phasing of the work while design for the overall project is being completed. Using the lowest bid method does not allow for preconstruction phase services that will greatly benefit this project. Lastly, Construction Manager-at-Risk methodology allows the City to select a contractor with the qualifications and experience required for the Alliance Children's Garden project.
4. Agenda Item # 9: Authorize negotiation and execution of a Job Order Assignment

with KBR, LLC., one of the City's Facilities Improvement Job Order Contractors, for the renovation and improvements to the Southeast Austin Community Branch Library project for a total amount not-to-exceed \$700,000.

- a. QUESTION: 1) What are the unforeseen construction costs due to? 2) What will happen with the portable library building funded from the District 2 office budget last year? 3) When is the new anticipated closure date for the library? 4) Will the foundation issues or buckling sidewalks cause any danger hazards for library patrons in the meantime? COUNCIL MEMBER GARZA'S OFFICE
  - b. ANSWER: The unforeseen construction costs can be attributed to the need to add an on-site drainage system to replace the original and now failed swale design. The Library Department is currently coordinating with the Austin Independent School District on the installation of a portable building at the Widen Elementary School campus to serve as a temporary library while the Southeast Austin Community Branch Library is closed for repairs. A closure date to allow this project to proceed at the Southeast Austin Community Branch Library has not been established at this time, but that date will be advertised widely throughout the community when it is set. The Library Department is closely monitoring the condition of both the foundation and the flatwork at this site to insure that their use is kept within operating tolerances until the necessary repair work can be carried through to completion.
5. Agenda Item # 16: Authorize ratification of an amendment to the professional services agreement with NADAAA, INC., for additional design services for the Seaholm Substation Wall Project in an amount not to exceed \$18,700, using existing funds and authorizing an additional \$18,482.81, for a total contract amount not to exceed \$495,324.29.
- a. QUESTION: 1) Who is part of the City's Change Control Committee? 2) When did they meet to discuss this item? 3) How did each member vote? COUNCIL MEMBER ZIMMERMAN'S OFFICE
  - b. ANSWER. The City's Contract Change Control Committee program was established to review contractual changes for all Professional Service and Construction contracts administered by the Capital Contracting Office. This program was implemented in response to Council Resolution No. 20120126-048 which called for a more uniform contract administration and monitoring process. The Change Control Committee reviews changes that meet pre-defined criteria and is comprised of executive level subject matter experts who conduct their reviews electronically or through a meeting when necessary. The Seaholm Substation Wall Art in Public Places change request was reviewed and voted on electronically during the review period of June 8-10. Members of the Committee included: Assistant Director for Public Works, Quality Management Division Public Works, Capital Contracting Officer, Assistant Director for Capital Contracting. All members voted yes.



- c. FOLLOW UP QUESTION: 1) When was last time that the Contract Change Control Committee voted not to accept a change? 2) What item was it on? 3) What was the vote on that item? 4) How many Change Control Committees are there currently (Are they the same members for all projects or do the members depend on the specific project)? 5) How often do the members of the committee change? COUNCIL MEMBER ZIMMERMAN'S OFFICE
  - d. ANSWER: See attachment.
6. Agenda Item # 18: Authorize negotiation and execution of an amendment to the professional services agreement with LAKE FLATO ARCHITECTS INC./SHEPLEY BULFINCH RICHARDSON AND ABBOTT INCORPORATED, A JOINT VENTURE for architectural services for the New Central Library in the amount of \$1,327,289, using existing funds and authorizing an additional \$1,300,000, for a total contract amount not to exceed \$12,154,700.
- a. QUESTION: 1) Who is part of the City's Change Control Committee? 2) When did they meet to discuss this item? 3) How did each member vote? COUNCIL MEMBER ZIMMERMAN'S OFFICE
  - b. ANSWER: The City's Contract Change Control Committee program was established to review contractual changes for all Professional Service and Construction contracts administered by the Capital Contracting Office. This program was implemented in response to Council Resolution No. 20120126-048 which called for a more uniform contract administration and monitoring process. The Change Control Committee reviews changes that meet pre-defined criteria and is comprised of executive level subject matter experts who conduct their reviews electronically or through a meeting when necessary. The New Central Library with Lake Flato Architects Inc change request was reviewed and voted on electronically during the review period of June 8-10. Members of the Committee included: Assistant Director for Public Works, Quality Management Division Public Works, Capital Contracting Officer, Assistant Director for Capital Contracting, Assistant Director for Capital Contracting, and the Facility Manager, Library. All members voted yes.
7. Agenda Item # 21: Approve second and third reading of an ordinance approving a site plan for the project at 9512 FM 2222 (SP-2012-00189C); superseding conflicting requirements of the City Code; waiving site plan related fees and waiving City Code Section 25-1-502.
- a. QUESTION: Can you elaborate on the nature of the 2009 lawsuit and how the fee waivers and site plan extension help resolve it? COUNCIL MEMBER RENTERIA'S OFFICE
  - b. ANSWER: The answer to Item 21 will be provided to Council from the Law Department as an attorney-client privileged communication.
8. Agenda Item # 22: Approve an ordinance creating a Media Production

Development Zone pursuant to chapter 485A of the Texas Government Code.

- a. QUESTION: The draft ordinance refers to an "Exhibit A" which is not included with the backup materials. Please provide a copy. Are the entities engaged in construction covered by this measure subject to any of the City's protections for construction workers (rest breaks, prevailing wage rates, etc)?  
COUNCIL MEMBER GARZA'S OFFICE
  - b. ANSWER: The corrected ordinance has been uploaded and deletes the reference to an Exhibit A. No exhibit is needed as the proposed boundaries of the media production zone are the corporate city limits of the City as of the effective date of the ordinance. This is a state owned and operated program that does not include City provisions.
9. Agenda Item # 25: Approve a resolution ratifying an amendment to the Meet & Confer Agreement with the Austin-Travis County EMS Employees Association that was ratified by the Austin City Council on September 26, 2013 and became effective on October 1, 2013.
  - a. QUESTION: What will be the long-term (10 year) fiscal impact of the change to the base salary for these positions? COUNCIL MEMBER TROXCLAIR'S OFFICE
  - b. ANSWER: ATCEMS estimates a \$300,000 fiscal impact over a 10 year period for the change in base salary for a modified hiring process for Medic I. This potential impact is based on several assumptions, including the continuation of a modified hiring process through the meet and confer agreement with the association, a 3% annual increase and an average of 10 employees entering into the department through the modified process annually.
10. Agenda Item # 26: Approve a resolution authorizing the issuance by Moore's Crossing Municipal Utility District of Unlimited Tax Bonds, Series 2016, in an amount not to exceed \$4,325,000.
  - a. QUESTION: When does the City plan to fully annex the Moore's Crossing MUD? COUNCIL MEMBER TROXCLAIR'S OFFICE
  - b. ANSWER: There is no scheduled date for annexation of Moore's Crossing Municipal Utility District at this time.
11. Agenda Item # 29: Approve negotiation and execution of Amendment No. 13 with AIDS SERVICES OF AUSTIN, INC. to increase funding for HIV services under the Ryan White Part A HIV Emergency Relief Program in an amount not to exceed \$85,338.
  - a. QUESTION: What is the amount of the increase from the Ryan White A grant? COUNCIL MEMBER TROXCLAIR'S OFFICE

- b. ANSWER: The Ryan White grant was increased by \$160,526. We intend on bringing another \$75K to Council at a future date. The money will be used by the other subcontractors for the service delivery of HIV services and for the City grant staff.
- 12. Agenda Item # 30: Authorize negotiation and execution of an interlocal agreement with Austin Community College, Center for Public Policy and Political Studies, for a student internship program.
  - a. QUESTION: Will these be paid internships? COUNCIL MEMBER TROXCLAIR'S OFFICE
  - b. ANSWER: The internships would be available to students that are enrolled in classes at the Center for Public Policy and Political Studies and they are paid internships. Participating City departments would utilize existing funding if they are interested in having a student intern.
- 13. Agenda Item # 32: Authorize negotiation and execution of a legal services contract with the law firm of Lloyd Gosselink Rochelle and Townsend, P.C. to advise and represent the City during its participation in the ratemaking proceeding filed by Texas Gas Service, in an amount not to exceed \$175,000. Related to Item # 60.
  - a. QUESTION: Is the City opposing the proposed rate increase? COUNCIL MEMBER TROXCLAIR'S OFFICE
  - b. ANSWER: The City is not taking a position at this time on the proposed rate increase. By state law (the Gas Utilities Regulatory Act), the City Council acts as the regulatory authority over natural gas rates charged by utilities providing services to Austin customers. Exercising that role, the City will review the proposed rates and approve, deny, or set gas rates based on what it determines are just and reasonable rates. To make the requisite findings, the Gas Utilities Regulatory Act provides authority to the City to engage professional services to assist in its determination whether the rate increase is just and reasonable. The review will require extensive analysis and discovery by rate consultants, auditors, and attorneys. The Gas Utilities Regulatory Act provides that the city's costs for these services are to be reimbursed to the City by the gas utility.
- 14. Agenda Item # 48: Authorize negotiation and execution of a contract through the TEXAS MULTIPLE AWARD SCHEDULE cooperative purchasing program with AMERICAN MATERIAL HANDLING INC. for an industrial crane in an amount not to exceed \$102,774.
  - a. QUESTION: Why is the City deciding to purchase a crane rather than including those services as a part of the construction contract? COUNCIL MEMBER TROXCLAIR'S OFFICE
  - b. ANSWER: This equipment is required for ongoing operation and

maintenance of the Creek Side Facilities at multiple locations after construction of the tunnel is complete. Because the City will be using the equipment on an ongoing basis for debris removal, it is not considered part of the construction contract. Council approved purchase of this equipment in February 2016 but the vendor was not able to meet the City's requirements.

15. Agenda Item # 50: Authorize negotiation and execution of a 36-month contract with PECAN STREET INC., to provide residential solar and energy storage implementation services, in an amount not to exceed \$900,000.
  - a. QUESTION: Given the wealth of solar transmission and storage studies and experiments conducted, what additional analysis does the City plan to conduct and what additional information does the City hope to learn from approval of this item? COUNCIL MEMBER TROXCLAIR'S OFFICE
  - b. ANSWER: See attachment.
16. Agenda Item # 56: Authorize negotiation and execution of a 12-month contract through the GENERAL SERVICES ADMINISTRATION cooperative purchasing program with GENERAL SALES ADMINISTRATION, INC. DBA MAJOR POLICE SUPPLY to provide the Vigilant Solutions Automatic License Plate Recognition System in an amount not to exceed \$350,000, with five 12-month extension options in an amount not to exceed \$110,000 per extension option, for a total contract amount not to exceed \$900,000.
  - a. QUESTION: 1) Is there any practical reason Council could not authorize negotiation of this contract, but require that it be returned to Council for approval before execution? 2) Please provide a draft of any applicable city policy covering use of license plate readers and/or the data they collect. 3) Please provide a list of expenditures the City has made from asset forfeiture funds in the last three years. COUNCIL MEMBER GARZA'S OFFICE
  - b. ANSWER: 1) Council may authorize the negotiation of this contract, but require it be returned to Council for approval before execution. However, as this is a cooperative contract, staff can provide a draft of the contract now for Council review, and it is attached. 2) Attached is the Police Department Policy signed by Austin Police Chief Art Acevedo for the Automatic License Plate Readers, dated May 16, 2016. Additionally, the Texas Attorney General has consistently ruled information relating to a motor vehicle title or registration issued by a state agency or country, including license plate numbers, is excepted from public release under section 552.130 of the Texas Government Code. These rulings directed government agencies to withhold license plate number information from release to the public, while section 730.007 of the Texas Transportation Code provides for certain permitted disclosures of this type of information, such as disclosure by a law enforcement agency in carrying out its functions. 3) Attached is the list of expenditures from the asset forfeiture funds for Fiscal Year 2013, Fiscal Year 2014, and Fiscal Year 2015.


- c. QUESTION: A memo attached as back up to this item from Chief Acevedo requests that the funding source be changed from Federal Department of Treasury Asset Forfeiture Budget of the Austin Police Department to Operating Budget of the Austin Police Department. However, the RCA still identifies the funding source as Federal Department of Treasury Asset Forfeiture Budget of the Austin Police Department. Would staff please clarify the proposed source of funding? COUNCIL MEMBER TROXCLAIR'S OFFICE
  - d. ANSWER: The agenda management system is such that the original agenda item could not be edited to change the funding source. Because of Council concerns regarding the use of Asset Forfeiture funds to make this purchase, the Police department has reviewed their current year operating budget status and made the decision to change the funding source to General Fund. The clarification memo to Mayor and Council that was attached to the posted agenda serves as the notification of the change to fund the purchase through our existing operating budget. This is done in accordance with the procedure outlined by the Council Meeting Coordinator in the City Manager's office.
17. Agenda Item # 57: Authorize negotiation and execution of a 60-month contract with TASER INTERNATIONAL, or one of the other qualified offerors to Request For Proposals EAD0124, to provide body worn cameras in an amount not to exceed \$9,428,236, with two 12-month extension options in an amount not to exceed \$1,225,179 for the first extension option, and \$1,547,811 for the second extension option, for a total contract amount not to exceed \$12,201,226. Related to Item # 58.
- a. QUESTION: 1) What is the current APD policy on Body Worn Cameras? 2) Has this policy changed in the past 2 months since working with stakeholders? 3) If a new policy hasn't been adopted, is there a draft version of the new policy available? If so, please provide it. 4) Please send all the pertinent information regarding the Taser award protest. COUNCIL MEMBER ZIMMERMAN'S OFFICE
  - b. ANSWER: See attachment.
  - c. QUESTION: 1) 2.0 Vendor's Function Specification -The system shall associate the body camera media to the officer wearing it. Ideally, the system would transmit GPS coordinates from each camera media for the purpose of real-time officer location tracking. Aren't GPS locations being tracked now? 2) The body camera device shall be securely mountable on the uniform, ideally on multiple locations (e.g. epaulette, shirt button, belt, etc.). Isn't the belt too low? What about wearing on glasses or APD cap? 3) From the Solicitation: Body-Worn Camera Technical Requirements, Page 1 of 7 1.1) The vendor's solution shall include everything needed to install and operate the video system, i.e., camera, mobile viewing device. Is that a smartphone? 4) Page 2 of 7 1.8) System shall be capable of redacting video for external viewing or public release. What is the Policy? 5) 2.1) Recorded files should include


imbedded GPS coordinates. There is nothing in the car that can perform this detail? 6) Page 4 of 7 2.16) Device should have a method by which the audio portion can be muted without stopping the video recording. What is the policy? 7) Page 5 of 7 2.28) If the camera provides image stabilization, it shall provide a disable feature. What is the policy? 8) Page 7 of 7 3.15) Any request to delete a video shall include all copies. What is the policy? COUNCIL MEMBER HOUSTON'S OFFICE

d. ANSWER: See attachment.

18. Agenda Item # 67: Approve an ordinance amending City Code Section 12-4-64(D) to modify existing speed zones on segments of East Martin Luther King Jr. Boulevard.
  - a. QUESTION: Since the speed limit was lowered to 35 miles per hour, how many tickets have been issued? COUNCIL MEMBER HOUSTON'S OFFICE
  - b. ANSWER: The Austin Transportation Department is working collaboratively with APD and Municipal Court to pull the requested citation information. Staff will provide it as soon as possible.
19. Agenda Item # 89: Approve a resolution authorizing the City Manager to secure the City of Austin's membership in the Biophilic Cities Network.
  - a. QUESTION: Will the "representative" of Austin to the Biophilic Cities Network be a volunteer or a city employee? If employee what will be the estimated base pay and benefits? COUNCIL MEMBER HOUSTON'S OFFICE
  - b. ANSWER: It is anticipated that the representative will be a city employee from the City's Urban Forest Division within the Development Services Department. Responsibilities associated with membership in the Biophilic Cities Network will be absorbed within this employee's regular duties; no additional funding request is anticipated for this item.

**END OF REPORT - ATTACHMENTS TO FOLLOW**

 The City of Austin is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.

 For assistance, please call 512-974-2210 or TTY users route through 711.



### Council Question and Answer

Related To	Item #16	Meeting Date	June 23, 2016
Additional Answer Information			

**QUESTION:** FOLLOW UP QUESTION: 1) When was last time that the Contract Change Control Committee voted not to accept a change? 2) What item was it on? 3) What was the vote on that item? 4) How many Change Control Committees are there currently (Are they the same members for all projects or do the members depend on the specific project?)? 5) How often do the members of the committee change? COUNCIL MEMBER ZIMMERMAN'S OFFICE

**ANSWER:**

The Contract Change Control Committee voted to reject unanimously a change request for a project by the name of "ADA Sidewalk & Ramp Improvements #16". It was sent to the Contract Change Control Committee on 11-10-2015. The change request was to pay Muniz Concrete & Contracting Inc. for the purchase of a DynaTouch interactive technologies kiosk, the extended service for this equipment and various other items for the Austin Convention Center Southside ADA Renovations that were not part of the contract scope.

The Contract Change Control Committee consist of four members that are the same for all projects and a fifth member who is the Project Sponsoring Department Director or designee which will change depending on the department sponsoring the project. The voting members are as follows:

**Voting Members are:**

PWD Director or designee, Vice Chair  
 QSMD Division Manager, PWD or designee  
 Project Sponsoring Dept. Director or designee  
 CCO Director or designee, Chair  
 CCO Assistant Director, or designee

**Voting Status for Projects**

(A voting member for all projects)  
 (A voting member for all projects)  
 (Changes based on Sponsoring Department)  
 (A voting member for all projects)  
 (A voting member for all projects)



### Council Question and Answer

Related To	Item #50	Meeting Date	June 23, 2016
Additional Answer Information			

**QUESTION:** Given the wealth of solar transmission and storage studies and experiments conducted, what additional analysis does the City plan to conduct and what additional information does the City hope to learn from approval of this item? COUNCIL MEMBER TROXCLAIR'S OFFICE

**ANSWER:**

The work described in this item addresses the residential component of the Austin SHINES project (reference Dan Smith's presentation to the Austin Energy Utility Oversight Committee on March 28, 2016 (<http://www.austintexas.gov/edims/document.cfm?id=251368>)).

Austin Energy will be fully reimbursed for the cost of this item through the U.S. Department of Energy (DOE) SHINES grant. As part of the grant work, the City, in conjunction with grant sub-recipients like Pecan Street, Inc., will perform analysis and deliver several reports including the ones described below.

1. A written report documenting the methodology and results for obtaining the optimal design methodologies for individual distributed energy resource (DER) installations. Reports will contain information on asset sizing techniques, communications methodologies, and technical performance characteristics.
2. A report comparing multiple methodologies for distributed energy resource aggregation and ownership including direct utility control, third-party aggregator, and autonomous. The report will provide AE and other utilities with guidance about which technologies and ownership models result in the best overall system performance.
3. A report comparing multiple distributed energy resource technology mixes and configurations within the distribution system, providing insight into an optimal blend of technologies that best enable the distribution system to serve load at the lowest cost at high penetrations of solar.

To the best of our knowledge, the project's technical and commercial approach and analysis to autonomous and aggregation of solar photovoltaics with and without energy storage has not been performed previously. A key benefit of the Austin SHINES project is that it is directly applicable to Austin Energy's system/geographic location and potential asset mix. Overall, the Austin SHINES project will provide field assets as well as valuable information and lessons learned to help Austin Energy meet the 2025 local energy storage goal of 10 megawatts contained in the Resource, Generation and Climate Protection Plan adopted by City Council in December 2014.





# Request for Policy Revision

Requestor name with employee number: **Jason Staniszewski #3961**

Email: **Jason.Staniszewski@austintexas.gov** This revision applies to: New Policy

This revision is not necessary to comply with does not apply

Who does this revision affect: Users of ALPR systems.

This revision does not have an unbudgeted financial impact of 1T

Document the changes or additions to Policy. All revisions must be done in Microsoft Word using the 'Review' Tool. ~~Red Strikethroughs~~ will be used for deletions and blue underlined text for insertions.

---

## Automatic License Plate Reader ALPR

### PURPOSE AND SCOPE

The ALPR (Automated License Plate Reader) system will be used as a tool to enhance patrol functions and assist with the collection and storage of data (license plates, dates, times, locations of vehicles and photographs of license plates and vehicles). The ALPR's main function will be to scan vehicle license plates and cross reference the license plate with information located on "hot lists". These "hot lists" include but are not limited to license plates that have been listed as stolen, B.O.L.O., AMBER alerts, or wanted. The ALPR will also collect and store license plate data for future investigative records, analysis and dataset linking.

### PROCEDURE

#### 1. Law Enforcement use

The ALPR data is law enforcement information and will be used solely for law enforcement purposes. Any non-law enforcement usage of the data is strictly prohibited.

#### 2. Management of ALPR

1. The ALPR program will be managed by the Auto Theft Interdiction Unit.
2. Operators who encounter problems with ALPR equipment or programs will contact CTM.

#### 3. Assignment, Use, and Locations of ALPR systems

1. No member of the Austin Police Department will utilize ALPR equipment without successfully completing the required training.
2. The assignment of the mobile ALPR systems will be determined by the Region or Unit supervisors to whom the ALPR system is assigned.
3. Portable trailer mounted ALPR locations will be determined by the Region or Unit supervisors to whom the ALPR trailer is assigned.



# Request for Policy Revision

1. The ALPR trailer will not be placed in a location that would create a hazard to passing vehicles or pedestrians.
2. The ALPR trailer will not be left in a location that blocks any part of the roadway.
4. Portable ALPR systems will be available to use on unmarked vehicles.
  1. Unmarked vehicles will require an MDC that contains the required ALPR software.
5. Permanently mounted "fixed" ALPR systems
  1. Fixed ALPR systems will be monitored by RTCC (Real Time Crime Center).
4. Collection of ALPR data

The ALPR system will be utilized as both an active crime enforcement tool as well as a passive data collection tool which may assist investigations across all divisions.

  1. ALPR data is typically collected in a non-directed, non-specific technique.
  2. ALPR operators will conduct active and passive ALPR patrols when available in addition to performing their regular assigned tasks.
5. ALPR Retention schedule
  1. All ALPR data collected will be stored on a designated ALPR server. Server operators will purge ALPR data 365 days after it is collected.
  2. ALPR data related to ongoing criminal investigations, or criminal investigations that contain ALPR as evidence, will require the investigator to download and record the relevant ALPR data into the case file.
    1. All ALPR data related to a criminal investigation shall be retained for a period of time that is consistent with the City of Austin's Records Management Ordinance, Chapter 2-11, and any applicable City Records Control Schedules and/or the State Local Government Retention Schedules.
6. Alerts from ALPR systems
  1. Alerts from fixed and trailer mounted ALPR systems.
    1. Will be monitored by the RTCC personnel who will determine whether a received alert will be dispatched, a general broadcast will be delivered to patrol, or no notification will be made to patrol
  2. Vehicle mounted ALPR systems.



# Request for Policy Revision

1. Every alert must be interpreted and validated by a sworn ALPR trained peace officer
2. An ALPR alert alone, including an alert from RTCC, does not create reasonable suspicion to justify a traffic stop or the detention of an individual. Before making a stop or detention, the officer must:
  1. Make a visual confirmation that the license plate actually matches the information captured by the ALPR and reported in the alert:  
and
  2. Confirm the license plate information with NCIC/TCIC.
3. Officers conducting a traffic stop based on a confirmed ALPR alert should consider the level of risk associated with the nature of the offense, and ensure that their response complies with all applicable laws and APD policies and procedures.

Reason for the revision: DPS requires you to have policy in place in order to have ALPRs. This policy will replace the plate scan section of SOPs. Once City Council approves it in April the department will have about 15 ALPRs. Some ALPRs will be on patrol vehicles, some on overpasses, and some on speed monitoring trailers. RTCC will monitor overpass and trailer scanners. Everyone from patrol officer to Chief will have access to information. Scanners only log date, time passed, and LP number. Information will be stored on the east coast through a company called "Vigilance".

Reviewed by Policy Committee 3/24/2016 by Approved by PRC

Reviewed by Chief on date:

Approved ☒ Not Approved ☐ Approved with Notations/Revisions ☐

Chief's Notes:

5/16/2016  


AUTHORIZED  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES

**SPECIAL ITEM NUMBER 132 8 Purchase Of New Equipment**

FSC/PSC Class 7025 ADP INPUT/OUTPUT & STORAGE DEVICES

FSC/PSC Class N070 INSTALL OF ADP EQ & SUPPLIES

**SPECIAL ITEM NUMBER 132 33 Perpetual Software License**

FSC/PSC Class 7030 ADP SOFTWARE

**SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE**

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

- Maintenance
- Repair Service
- Repair Parts/Spare Parts

## **General Sales Administration, Inc. dba Major Police Supply**

General Sales Administration, Inc. dba Major Police Supply  
47 N. Dell Avenue  
Kenvil, NJ 07847  
T: 973-584-7714  
F: 973-584-5022  
[www. majorpolicesupply.com](http://www.majorpolicesupply.com)

Contract Number: GS-35F-0574X

Period Covered by Contract: 08/30/2011 – 08/31/2016

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification #\_\_\_\_\_, dated \_\_\_\_\_.

**Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>**

## Table of Contents

CONTENTS	PAGE
Cover Sheet	1
Table of Content	2
Information for ordering activities	4
Geographic scope of contract	4
Ordering address and payment information	4
Liability for injury or damage	5
Statistical data for govt. Ordering office completion of standard Form 279	5
Fob destination	5
Delivery schedule	5
Discounts	6
Trade agreements act of 1979	6
Statement concerning availability of export packing	6
Small Requirements	6
Maximum order	6
Ordering procedures for federal supply schedule contracts	6
Federal information technology/telecommunication standards requirements	6
Federal information processing standards publications (FIPS PUBS)	6
Federal telecommunication standards (FED-STDs)	7
Contractor tasks / special requirements (C-FSS-370)	7
Contract administration for ordering activities	8
GSA advantage!	8
Purchase of open market items	8
Contractor commitments, warranties and representations	8
Overseas activities	9
Blanket purchase agreements (BPAs)	9
Contractor team arrangements	9
Installation, deinstallation, reinstallation	9
Section 508 compliance	10
Prime contractor ordering from federal supply schedules	10
Insurance—work on a government installation	10
Software interoperability	10
Advance payments	10

## INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

### **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!<sup>TM</sup> on-line shopping service ([www.gsadvantage.gov](http://www.gsadvantage.gov)). The catalogs/pricelists, GSA Advantage!<sup>TM</sup> and the Federal Acquisition Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

### **1. GEOGRAPHIC SCOPE OF CONTRACT:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
  - ☐ The Geographic Scope of Contract will be overseas delivery only.
  - ☒ The Geographic Scope of Contract will be domestic delivery only.
- 

### **2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

General Sales Administration, Inc. dba Major Police Supply  
47 N. Dell Avenue  
Kenvil, NJ 07847

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

T: 973-584-7714

F: 973-584-5022

### 3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

### 4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 608370839

Block 30: Type of Contractor – B

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - NO

Block 36: Contractor's Taxpayer Identification Number (TIN): 22-3004242

4a. CAGE Code: 3T5H2

4b. Contractor has registered with the Central Contractor Registration Database.

### 5. FOB DESTINATION

### 6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132 8

30 (Days) Contractor's normal delivery time

30 (Days) Contractor's expedited delivery time.

132 12

30 (Days) Contractor's normal delivery time.

30 (Days) Contractor's expedited delivery time

132 33

30 (Days) Contractor's normal delivery time.

30 (Days) Contractor's expedited delivery time

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: Net 30 Days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity none
- c. Dollar Volume none
- d. Government Educational Institutions same
- e. Dealers/Resellers none

8. **TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

10. **Small Requirements:** The minimum dollar value of orders to be issued is \$100.00.

11. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 - Purchase Of New Equipment  
Special Item Number 132-33 - Perpetual Software License  
Special Item Number 132-12 – Equipment Maintenance

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.



### **13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

**REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

#### **13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

### **14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

- (a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

**16. GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

**17. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## **18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## **19. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

**NOT OFFERED**

---

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion

of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

## **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

## **23. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

---

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

## **24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

## **25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW  
EQUIPMENT(SPECIAL ITEM NUMBER 132-8)**

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

The end user can install PIPS if they are certified by PIPS or its authorized distributor (General Sales Administration, Inc. dba Major Police Supply) OR it will void all warranty.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

**5. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

## **6. WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

### **Warranty Period**

- Hardware warranty – For a period of one year from the date of shipment, PIPS Technology's hardware warranty provides free repair or replacement of faulty equipment (does not include equipment damaged by the customer or due to a Force Majeure event such as acts of God, acts of a public enemy, fires, floods, hurricanes, wars civil disturbances, acts of terrorism, etc). The warranty does not cover the travel expenses associates with a required site visit. The engineering labor is provided at no cost to the customer. The customer is responsible for all travel and living expenses associated with the site visit.
- Software warranty – For a period of 90-days, PIPS Technology warrants the software media to be free from defects and will replace any defective media at PIPS Technology's expense. PIPS Technology's software warranty also provides free updates to the software or OCR engine revision during the first year of product ownership along with telephone support for the operation of the software product. PIPS Technology will endeavor to resolve any reported software bugs (based on classification of the bug as either critical (negatively impacts program's ability to function – immediately work to resolve); intermediate (does not impact program operation due to known "work around" – fix will be provided in next general release); low level (cosmetic changes – may or may not be included in a future release)).

### **Hardware Maintenance**

- Extends initial hardware warranty for an additional year to provide free repair or replacement of faulty equipment in accordance with the initial warranty terms.
- Provides access to PIPS Technology technical phone support during normal support hours.

### **Software Maintenance**

- Extends initial software warranty for an additional year of coverage for continued PIPS response to software issues as defined in the Software Warranty.
- All general releases of the software under extended maintenance will be provided to the customer free of charge. General releases are typically produced a minimum of once per year and contain enhancements and new functions based on customer feedback and PIPS ongoing developments.
- Provides access to PIPS Technology technical phone support during normal support hours.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: \_\_\_\_

**7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

**8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

**9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).



**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR  
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF  
GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS  
NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED  
EQUIPMENT (SPECIAL ITEM NUMBER 132-12)**

**1. SERVICE AREAS**

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a \_No Limit\_\_\_\_\_ (\*\*insert miles\*\*) mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

General Sales Administration Inc

47 N Dell Ave

Kenvil, NJ 07847

**2. MAINTENANCE ORDER**

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been

discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

### **3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS**

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

### **4. LOSS OR DAMAGE**

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

### **5. SCOPE**

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

## **6. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

## **8. MAINTENANCE RATE PROVISIONS**

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

### **b. REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

### **c. AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

### **d. TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

General Sales Administration will follow the rules and regulations for travel as set forth by GSA.

---

### **e. QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Quantity Range	Discounts
<u>N/A</u> Units	<u>          </u> %
<u>          </u> Units	<u>          </u> %
<u>          </u> Units	<u>          </u> %

## 9. REPAIR SERVICE RATE PROVISIONS

a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. **TRAVEL OR TRANSPORTATION**

### (1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

### (2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

### (3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. **LABOR RATES**

### (1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	_____	_____	_____	_____
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	_____	_____	_____	_____
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	_____	_____	_____	_____

\*MINIMUM CHARGES INCLUDE \_\_\_\_ FULL HOURS ON THE JOB.

\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

**Please see the Price List for services**

**10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated \_\_\_\_\_, at a discount of \_\_\_\_\_% from such listed prices.

**11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS**

**a. REPAIR SERVICE**

All repair work will be guaranteed/warranted for a period of SEE ATTACHED WARRANTY

b. **REPAIR PARTS/SPARE PARTS**

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period SEE ATTACHED WARRANTY

**12. INVOICES AND PAYMENTS**

a. **Maintenance Service**

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. **Repair Service and Repair Parts/Spare Parts**

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

<p><b>TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33)</b></p>
---

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

**Warranty Period**

- **Hardware warranty** – For a period of one year from the date of shipment, PIPS Technology's hardware warranty provides free repair or replacement of faulty equipment (does not include equipment damaged by the customer or due to a Force Majeure event such as acts of God, acts of a public enemy, fires, floods, hurricanes, wars civil disturbances, acts of terrorism, etc). The warranty does not cover the travel expenses associated with a required site visit. The engineering labor is provided at no cost to the customer. The customer is responsible for all travel and living expenses associated with the site visit.
- **Software warranty** – For a period of 90-days, PIPS Technology warrants the software media to be free from defects and will replace any defective media at PIPS Technology's expense. PIPS Technology's software warranty also provides free updates to the software or OCR engine revision during the first year of product ownership along with telephone support for the operation of the software product. PIPS Technology will

endeavor to resolve any reported software bugs (based on classification of the bug as either critical (negatively impacts program's ability to function – immediately work to resolve); intermediate (does not impact program operation due to known “work around” – fix will be provided in next general release); low level (cosmetic changes – may or may not be included in a future release).

#### Hardware Maintenance

- Extends initial hardware warranty for an additional year to provide free repair or replacement of faulty equipment in accordance with the initial warranty terms.
- Provides access to PIPS Technology technical phone support during normal support hours.

#### Software Maintenance

- Extends initial software warranty for an additional year of coverage for continued PIPS response to software issues as defined in the Software Warranty.
  - All general releases of the software under extended maintenance will be provided to the customer free of charge. General releases are typically produced a minimum of once per year and contain enhancements and new functions based on customer feedback and PIPS ongoing developments.
  - Provides access to PIPS Technology technical phone support during normal support hours.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

### 3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 800-666-4472 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:30 to 5:00 EST.

### 4. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type) :

  X   1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a

service.

Software Maintenance as a product is billed at the time of purchase.

---

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**5. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

**6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.



- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to \_\_\_\_\_% of all term license payments during the period that the software was under a term license within the ordering activity.

## **7. TERM LICENSE CESSATION**

- a. After a software product has been on a continuous term license for a period of 12 months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## **8. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
  - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## **9. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## **10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

## **11. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

**PREAMBLE**

General Sales Administration, Inc. dba Major Police Supply provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

Bradley Badal, [bbadal@majorpolicesupply.com](mailto:bbadal@majorpolicesupply.com), T: 973-584-7714 F: 973-584-5022

BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

\_\_\_\_\_  
Ordering Activity                      Date

\_\_\_\_\_  
Contractor                              Date

BPA NUMBER \_\_\_\_\_

**(CUSTOMER NAME)**  
**BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

\*\*\*\*\*

**BASIC GUIDELINES FOR USING  
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

<b>Proposed SIN</b>	<b>MFR</b>	<b>Item Number</b>	<b>Item Description</b>	<b>Prices offered to GSA (including IFF)</b>	<b>Country of Origin</b>	<b>Warranty</b>
132 8	Federal Signal	SLATE-810-LE-P	4 Camera System (810nm)	\$16,957.18	USA	1 year
132 8	Federal Signal	SLATE-810-LE-G	3 Camera System (810nm)	\$15,007.56	USA	1 year
132 8	Federal Signal	SLATE-810-LE-S	Two Camera System (810nm)	\$13,057.93	USA	1 year
132 8	Federal Signal	SLATE-810-P1	One Camera System Portable (810nm)	\$12,604.53	USA	1 year
132 8	Federal Signal	SPIKEPLUS-810	P 372 Spike+ Fixed ALPR Camera	\$ 9,974.81	USA	1 year
132 8	Federal Signal	SPIKEHD-810	Spike HD High Resolution ALPR Camera (810nm)	\$17,229.22	USA	1 year
132 8	Federal Signal	SLATE-MCK-750	Slate Add On Camera Kit (750nm)	\$ 2,947.10	USA	1 year
132 12	Federal Signal	SLATE-CABLE	Slate cable assembly	\$249.37	USA	1 year
132 12	Federal Signal	PIPS-SRVC-TECH	Technical Telephone Support or Hardware Repair	\$68.01	USA	1 year
132 12	Federal Signal	PIPS-MAINT-MSW	Annual Maintenance cost for PIPS mobile & portable system software ONLY - PAGIS & OCR (no hardware)	\$1,133.50	USA	1 year



132 12	Federal Signal	PIPS-SRVC-MAINT- MOBILE	Annual Maintenance cost for PIPS mobile & portable system incl PAGIS in car display software & OCR	\$1,813.60	USA	1 year
132 12	Federal Signal	PIPS-SRVC-MAINT- BOSS	Annual Maintenance cost for PIPS BOSS back office system software - % of cumulative license fee for BOSS	12%	USA	1 year

Table of Contents

1. Introduction..... 2

1.1 Project Objective..... 2

1.2 Business Goals ..... 2

2. Project Scope ..... 2

2.1 Summary ..... 2

2.2 Vendor’s Responsibilities..... 3

2.3 City of Austin’s Responsibilities..... 6

## 1. INTRODUCTION

---

### 1.1 Project Objective

The objective of this project is to implement a highly secured, turn-key ALPR solution that provides officers with the ability to capture and respond to data from automatic license plate readers mounted in vehicles, mounted on portable trailers and fixed mounted in various city locations. A successful ALPR system will meet all of the requirements outlined in this proposal, be scalable for future expansion and integrate seamlessly with hosted data sources and the City of Austin's (City's) existing state, national and local databases of stolen vehicles and vehicles of interest data.

### 1.2 Business Goals

- Reduce auto thefts and related crimes involving vehicles;
- Increase auto theft vehicle recovery rates;
- Increase the apprehension of suspects for auto thefts, burglaries and any other crimes involving a vehicle;
- Increase the solvability of crimes involving a vehicle;
- Reduce the overall cost to citizens through the reduction of insurance costs associated with vehicle related crimes, property recovery, and prosecution;
- Increase investigative leads to reduce auto thefts and vehicles used in gateway crimes (i.e. robbery, burglary of residence, etc.); and
- Reduce insurance loss.

## 2. PROJECT SCOPE

---

### 2.1 Summary

The Vendor shall provide services and products necessary to implement a customer centric ALPR system that meets the business objectives and includes:

- Project management
- Software licensing and configuration
- Hardware
- Installation, if applicable
- Production environment
- Solution customization and configuration
- Technical design documentation
- Integration with City systems, as appropriate
- Performance testing and tuning
- Defect resolution
- Implementation and stabilization
- Maintenance and support
- Training
- Knowledge transfer
- Product documentation

- Disaster recovery plan
- Archiving and records retention procedures
- Change management processes
- Reporting capabilities

The Vendor shall provide the cost associated with a fully functional, hosted solution.

## 2.2 Vendor's Responsibilities

The Vendor shall be responsible for all actual installation, set-up, configuration, and testing of the solution to meet the needs of the City's functional and technical requirements. The Vendor shall also provide the Vendor-specific certification program for software installation for specified COA employees.

The Vendor will be required to include the initial Proof of Concept equipment as a part of the full implementation with regards to licensing, support and maintenance.

The Vendor shall be responsible for supplying all needed cameras and supporting equipment, providing final alignment, adjustment, activation, and testing of the cameras, and equipment in selected vehicles (this may not be all vehicles depending on the availability of the COA wireless shop), all portable trailers and all fix mounted equipment.

The Vendor shall be responsible for designing, configuring, constructing and testing all interfaces between systems.

The Vendor shall:

1. Provide complete equipment description, design, function and technical specifications being proposed for usage.
2. Submit clearly defined payment milestones with associated deliverables and acceptance criteria for each. The statement of work shall be approved and signed by the City of Austin project sponsor prior to beginning the system implementation.
3. Install all hardware and software necessary to support design, configuration, and testing.  
**Please note:** Vendor personnel (all primary and sub-contractors) that will be responsible for installing the software and/or hardware shall have the appropriate certifications and pass an APD Criminal Background Investigation (CBI). In addition, the Vendor will be required to sign the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum Certification and Texas Signatory Page, which will be provided by the City of Austin.
4. Provide a project manager that will report to the designated project manager of the City of Austin. The Vendor's project manager shall be the point of contact for all communication with the system provider and be responsible for updating/communicating scheduling issues, change requests and risk assessments.
5. Develop and maintain a project schedule for the duration of the project. The schedule shall be submitted with the statement of work and shall be approved by the City of Austin project sponsor. The schedule will include detailed steps of the project through post go-live support. Milestones and project risks should be outlined in the schedule.
6. Provide all solution documentation including hardware manuals, installation and troubleshooting guides and hardware user guides for the equipment that will be purchased.
7. Provide (or certify that) the necessary documentation (exists), through security documents and topology diagrams that will be required to maintain State and Federal Criminal Justice Information System (CJIS) approval.

8. Recommend and perform performance tuning of databases, application servers, web servers, and other software and devices deployed as part of the proposed solution. This includes batch and online software tuning, as well as data conversion software tuning, upgrade script tuning, server tuning, database tuning, and any tuning required as a result of load and stress test results or deployment methodology.
9. Provide advanced notice, as applicable, for any system maintenance that will cause any disruption on the system.
10. Conduct unit, system, integration, performance, security, disaster recovery and regression testing. Take corrective actions on problems identified during testing.
11. Provide comprehensive training, including the following:
  - Training manual and quick reference card
  - Introduction to the new hardware and software
  - Everyday use of the system
  - Administrator training
  - Equipment installation training
12. Provide comprehensive post-implementation support, including any recommendations for system stabilization, for a period of ninety (90) days after production turnover is complete and stable.
13. Rectify any deficiencies noted by the Communications and Technology Management (CTM) security department prior to system operation.
14. Once the ALPR system has commenced, the system shall meet the following service levels and requirements:
  - Provide patches and support for updated web browsers versions within 30 days of new releases of the browsers. At minimum, the Vendor shall support Internet Explorer, Firefox and Chrome.
  - Provide the ability to support 256-bit Secure Sockets Layer (SSL) or higher or Transport Layer Security (TLS), between the client browser and all application modules.
  - Provide encryption capability for application data exchanged between the front-end user system and the back-end servers, including encrypted authentication. (Reference CJIS Section 5.10.1.2)
  - Provide protection against unauthorized access to data by persons and other software programs.
  - Provide the option to use the Security Assertion Markup Language (SAML) 2.0 or Microsoft Active Directory Federation Services (ADFS) support as the foundation for enterprise-wide identity and authentication management within 6 months of contract approval.
  - Provide Optical Character Recognition (OCR) updates and/or revisions to address changes in the State's license plate population during the term of the maintenance agreement.
  - Provide warranty and maintenance on hardware and software for one (1) year under this contract.
  - Provide assurance that the retention policy is adhered to and enforced.
  - Provide information on new features and product roadmaps
  - Provide release notes and details on upgrades requiring change management for administrators or end users.
  - Provide all data (in a mutually agreed upon format) collected and still stored to the City (APD) if the system is deemed to not meet needs.

- Provide services to the City and its end users solely from data centers in the United States.
- Provide the ability to import or export data in part or in entirety at the City's discretion without interference from the service provider. This includes the ability to import or export data to/from other service providers.
- Provide for an independent audit of its data centers at its expense, and provide a redacted version of the audit report upon request. The service provider may remove proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report (or approved equivalent) sets the minimum level of a third-party audit.
- Provide Technical and Hardware Support as outlined below:  
Vigilant Solutions will provide on-site training for City of Austin wireless shop employees pertaining to the troubleshooting and maintenance of software and hardware.

City of Austin employees will have the basic and in some cases advanced capability to diagnose and repair software and hardware in house.

The support procedure for items needing additional help are as follows:

#### Tier 1 support

Tier 1 support is a general inquiry about the operation of hardware or software that does not necessarily require technical assistance, but rather a written or verbal answer.

- A support ticket should be created by submitting an email to [support@vigilantsolutions.com](mailto:support@vigilantsolutions.com)
- An acknowledgement email will be received by the person creating the ticket
- A call may be placed to 925-398-2079 requesting a support engineer
- If an engineer is available at that moment, they will assist
- All support inquiries of this nature are normally responded to within 24 business hours

#### Tier 2 support

Tier 2 support is a request for remote technical assistance to diagnose a software or hardware issue that the City is unable to pinpoint based upon their training and experience. Tier 2 may require a support engineer to have remote access granted to the laptop via a Team Viewer session to facilitate troubleshooting.

- A support ticket should be created by placing an email to [support@vigilantsolutions.com](mailto:support@vigilantsolutions.com)
- An acknowledgement email will be received by the person creating the ticket
- A call may be placed to 925-398-2079 requesting a support engineer
- If an engineer is available at that moment, they will assist



- All support inquiries of this nature are normally responded to within 24 business hours
- If needed, a Team Viewer session by a support engineer will be facilitated
- If a hardware failure is diagnosed, standard RMA procedures via the Vigilant Solutions website will apply
- RMA is submitted via the support tab at [www.vigilantsolutions.com](http://www.vigilantsolutions.com)
- RMA is reviewed for warranty and approval
- New equipment is shipped, if approved
- Defective equipment is returned in the packaging supplied, along with a return shipment label

#### Tier 3 support

Tier 3 support is a catastrophic event that is unable to be diagnosed or repaired via Tier 1 and Tier 2 support. Tier 3 support may require an on-site visit by a certified distribution partner or Vigilant employee.

- All previous methods will be exhausted prior to requesting Tier 3 support
- Request for on-site support may require advanced notice and scheduling
- On-site support may be billed on a time and materials basis, to be agreed upon by the City of Austin and Vigilant Solutions prior to authorizing the on-site visit
- Tier 3 support requires the authorization of Vigilant support engineers and the Regional Manager for the territory

## **2.3 City of Austin's Responsibilities**

The City's personnel will be responsible for connecting the Vendor to appropriate resources within the various City departments in order to implement the solution. The City's project team will be comprised of a project manager, as well as technical and functional resources from the City's Communications and Technology Department (CTM), Wireless Communication Services Division, Austin Police Technology Unit (PTU), APD's Auto Theft division and other individual departments as necessary.

The City will provide the following:

- Project prioritization and scheduling with the Vendor's project manager.
- Access to office sites during normal business hours, based on approved CBI and formal badging process.
- Related documentation and/or access to appropriate technical resources.
- Issue identification, prioritization, and communication to Vendor support staff.
- Scheduling and coordinating of regular project team meetings and work sessions, as needed.
- Office space for Vendor project management or technical resource staff when onsite, if needed.
- Facilities for all meetings, work sessions, and training classes, including any necessary audio-visual equipment.
- Conduct acceptance testing.
- Review and approval of milestones, deliverables, status reports and invoices.

# Vigilant Solutions Enterprise Service Agreement



## Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this \_\_\_\_\_ Day of \_\_\_\_\_, 2016 by and between Vigilant Solutions, LLC, a Delaware corporation, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant") and \_\_\_\_\_, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at \_\_\_\_\_ ("Affiliate").

**WHEREAS**, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

**WHEREAS**, Vigilant provides access to license plate data as a value added component of the Vigilant law enforcement package of license plate recognition equipment and software;

**WHEREAS**, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

**WHEREAS**, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

**THEREFORE**, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

### I. Definitions:

**"CLK" or "Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software (one CLK per camera) to be used with other Vigilant LPR hardware components and Software Products.

**"Effective Date"** means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

**"Software Products"** means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices.

**"Enterprise License"** means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, without quantity or limitation. This Enterprise Service Agreement allows Affiliate to install the Software Products on an unlimited number of devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

**"User License"** means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, limited to a single licensee.

**"Service Package"** means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.





**"Service Fee"** means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

**"Service Period"** has the meaning set forth in Section III (A) of this Agreement.

**"Technical Support Agents"** means Affiliate's staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate's Software Products support contact.

**"LEA LPR Data"** refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

**"Private LPR Data"** refers to LPR data collected by private commercial sources and available on LEARN with a paid subscription.

## **II. Enterprise License Grant; Duplication and Distribution Rights:**

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

## **III. Term; Termination.**

A. **Term.** The initial term of this Agreement is for one (1) year beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section VIII below, Affiliate may also pay in advance for more than one Service Period.

B. **Affiliate Termination.** Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year's Service Fee within sixty (60) days of invoice issue date without any further penalty or liability to Affiliate. Also see section IX. Ownership of LPR Data.





C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant's termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

#### IV. **Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.**

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the lesser of the term of this Agreement (the "Warranty Period") or one year. "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant; however, if the products are covered by the vendor or manufacturer's warranty, Vigilant agrees to transfer or otherwise work with Affiliate to recover under such warranty. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.





## **V. Software Support, Warranty and Maintenance.**

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Vigilant shall respond as soon as reasonably possible and in any event no later than twenty-four hours. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

## **VI. Camera License Keys (CLKs).**

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

## **VII. Ownership of Software.**

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant Solutions and remain the property of Vigilant Solutions. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant Solutions retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant Solutions represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

## **VIII. Data Sharing.**

If Affiliate is a generator as well as a consumer of LPR Data, Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data generated by the Affiliate without the permission of the Affiliate.

## **IX. Ownership of LPR Data.**

Vigilant retains all title and rights to Private LPR Data. Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created in an agreeable format and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN when requested in the termination notification.



**X. Service Package, Fees and Payment Provisions.**

Please 'Check'  
One (1) Option

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1):

Service Package - Basic LPR Service Package:

- ☐
- Vigilant Managed/Hosted LPR server LEARN Account
  - Access to all Vigilant Software including all upgrades and updates
  - Unlimited user licensing for the following applications:
    - LEARN, CarDetector and TAS

Service Package - Option # 1 – Standard LPR Service Package:

- ☐
- All Basic Service Package benefits
  - Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
  - Unlimited use of Vigilant's LPR Mobile Companion smartphone application

Service Package - Option # 2 – 'Intelligence Led Policing (ILP)' Service Package:

- ☐
- All Service Package Option # 1 benefits
  - Mobile or Fixed LPR hardware up to level of Tier (choice of either fixed or mobile packages, details in Exhibit A)
    - ☐ Reaper Cameras
    - ☐ Raptor 3 Cameras
  - Use of Vigilant Facial Recognition technologies up to level of Tier (details in Exhibit A)
    - FaceSearch Account
    - FaceSearch Mobile Companion
    - Templates up to limit for FaceSearch Account (details in Exhibit A)
  - Tiered based on size of department (Tier 1 up to 50 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 700 sworn officers, Tier 4 up to 2,000 sworn officers as well as Fusion Centers)
  - States, Federal Agencies and Departments with greater than 2,000 sworn fall under a, "Custom" Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK's at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:





Annual Service Fee Schedule (multiplied by number of CLK's Issued)					
Total # of CLK's under this ESA	0-14 CLK's	15-30 CLK's	31-60 CLK's	Over 60	
Basic Service	\$500.00	\$425.00	\$375.00	\$250.00	
Standard (Option # 1)	\$725.00	\$615.00	\$540.00	\$365.00	
ILP Subscriber CLK Renewal Fees	\$500.00	\$425.00	\$375.00	\$250.00	
Annual Service Fee Schedule for Intelligence-Led Policing (ILP) Service Package					
Tier	Reaper	Raptor 3			
ILP Tier 1 (Option # 2)	\$10,630	\$12,500			
ILP Tier 2 (Option # 2)	\$25,260	\$29,500			
ILP Tier 3 (Option # 2)	\$60,390	\$69,500			
ILP Tier 4 (Option #2)	\$120,650	\$129,500			
Annual Service Fee Schedule for Image Enrollment					
# of Images	Up to 250,000	250,001 to 500,000	500,001 to 1 Million	Over 1 Million	
Per Image Fee	\$0.30	\$0.25	\$0.18	\$0.15	

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

C. Advanced Service Fee Payments. Vigilant Solutions will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant Solutions, advanced payments to Vigilant Solutions will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than the greater of (i) 4% of the prior Service Period's Service Fees, (ii) the published rate of inflation in the United States for the prior year then ended, or (iii) prices identified in the original proposal. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate ninety (90) days advance written notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.



## **XI. Miscellaneous.**

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT SOLUTIONS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT SOLUTIONS FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant Solutions and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant Solutions.

C. Assignment. Neither Vigilant Solutions nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Texas without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant Solutions and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.





I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant Solutions, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

<b>Vigilant Solutions, LLC</b> Attn: Sales Administration 2021 Las Positas Court - Suite # 101 Livermore, CA 94551	<b>Affiliate:</b> _____ <b>Attn:</b> _____ <b>Address:</b> _____ _____
---	---

M. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Director, Global Sales Operations

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Affiliate Organization: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_





## Enterprise Service Agreement

### Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:			
Company / Agency Type:			
Address:			
Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

[sales@vigilantsolutions.com](mailto:sales@vigilantsolutions.com)

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

Part #	Item Description
VS-ILP-1M-RE / VS-ILP-1M-R3	<b>ILP Mobile Bundle for Agencies of Up to 50 Sworn</b> Includes: <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to private LPR data</li><li>- One (1) 2-camera mobile LPR system</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 5,000 images</li></ul>
VS-ILP-1F-RE / VS-ILP-1F-R3	<b>ILP Fixed Bundle for Agencies of Up to 50 Sworn</b> Includes: <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to private LPR data</li><li>- Two (2) fixed camera LPR systems</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 5,000 images</li></ul>
VS-ILP-2M-RE / VS-ILP-2M-R3	<b>ILP Mobile Bundle for Agencies of 51 to 200 Sworn</b> Includes: <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to private LPR data</li><li>- Two (2) 2-camera mobile LPR system</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 20,000 images</li></ul>
VS-ILP-2F-RE / VS-ILP-2F-R3	<b>ILP Fixed Bundle for Agencies of 51 to 200 Sworn</b> Includes: <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to private LPR data</li><li>- Four (4) fixed camera LPR systems</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 20,000 images</li></ul>



<b>VS-ILP-3M-RE / VS-ILP-3M-R3</b>	<b>ILP Mobile Bundle for Agencies of 201 to 700 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Four (4) 2-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 50,000 images</li> </ul>
<b>VS-ILP-3F-RE / VS-ILP-3F-R3</b>	<b>ILP Fixed Bundle for Agencies of 201 to 700 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Eight (8) fixed camera LPR systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 50,000 images</li> </ul>
<b>VS-ILP-4M-RE / VS-ILP-4M-R3</b>	<b>ILP Mobile Bundle for Fusion Centers and Agencies of 701 to 2000 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Five (5) 2-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 100,000 images</li> </ul>
<b>VS-ILP-4F-RE / VS-ILP-4F-R3</b>	<b>ILP Fixed Bundle for Fusion Centers and Agencies of 701 to 2000 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Ten (10) fixed camera LPR systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 100,000 images</li> </ul>

## State Contraband Asset Forfeiture

2013	Object	Object Name	Expenditures
	7600	Small tools/minor equipment	\$11,620.00
	9031	Vehicle/Motored Equipment	\$34,112.61
	9051	Other Equipment	\$65,949.10
			<u>\$111,681.71</u>

2014	Object	Object Name	Expenditures
	7600	Small tools/minor equipment	\$107,227.50
	9051	Other Equipment	\$48,577.96
			<u>\$155,805.46</u>

2015	Object	Object Name	Expenditures
	5860	Services-other	\$27,992.00
	7600	Small tools/minor equipment	\$77,850.26
	9045	Computer Hardware	\$224,986.06
	9051	Other Equipment	\$77,742.35
			<u>\$408,570.67</u>

## US Department of Treasury Asset Forfeiture

2013	Object	Object Name	Expenditures
	7103	Explosives/blasting	\$15,850.00
	9031	Vehicle/Motored Equipment	\$194,695.25
	9043	Computer Software	\$21,187.50
			<u>\$231,732.75</u>

2014	Object	Object Name	Expenditures
	7600	Small tools/minor equipment	\$124,286.99
	9031	Vehicle/Motored Equipment	\$216,988.42
			<u>\$341,275.41</u>

2015	Object	Object Name	Expenditures
	6532	Educational travel	\$558.78
	9031	Vehicle/Motored Equipment	\$199,966.00
	9051	Other Equipment	\$30,740.16
			<u>\$231,264.94</u>

## US Department of Justice Asset Forfeiture

2013	Object	Object Name	Expenditures
	5860	Services-other	\$5,148.05
	6531	Seminar/training fees	\$5,900.00
	6532	Educational travel	\$56,066.40
	7600	Small tools/minor equipment	\$22,177.75
	9031	Vehicle/Motored Equipment	\$23,824.87
	9043	Computer Software	\$50,000.00
	9051	Other Equipment	\$12,094.50
			<u>\$175,211.57</u>

2014	Object	Object Name	Expenditures
	5860	Services-other	\$30,709.29
	6531	Seminar/training fees	\$6,000.00
	6532	Educational travel	\$54,046.58
	7600	Small tools/minor equipment	\$3,493.30
	9031	Vehicle/Motored Equipment	\$14,956.26
	9051	Other Equipment	\$24,381.00
			<u>\$133,586.43</u>

2015	Object	Object Name	Expenditures
	5860	Services-other	\$1,818.75
	6531	Seminar/training fees	\$22,920.00
	6532	Educational travel	\$2,738.94
	7600	Small tools/minor equipment	\$31,372.34
	7610	Minor computer hardware	\$744.00
	9051	Other Equipment	\$71,585.52
			<u>\$131,179.55</u>





## Council Question and Answer

Related To	Item #57	Meeting Date	June 23, 2016
Additional Answer Information			

**QUESTION:** 1) What is the current APD policy on Body Worn Cameras? 2) Has this policy changed in the past 2 months since working with stakeholders? 3) If a new policy hasn't been adopted, is there a draft version of the new policy available? If so, please provide it. 4) Please send all the pertinent information regarding the Taser award protest. COUNCIL MEMBER ZIMMERMAN'S OFFICE

**ANSWER:**

1. See attached.

2. A new policy has not been submitted for approval. There have been several stakeholders meetings and several more are scheduled.

3. There is some draft language that is still being developed. Some of the proposed changes include the following:

Adding a new section in the records release policy specifically related to body worn camera:

### 116.3.7 BODY WORN CAMERA VIDEO

Chapter 1701 of the Occupations Code outlines the requirements for releasing information recorded by body worn cameras including recordings as evidence. An officer or other employee commits an offense (Class A Misdemeanor) if the officer or employee releases a recording created with a body worn camera without the permission of the department.

#### 1. RECORDINGS AS EVIDENCE

- a. Except as provided by Subsection (b), a recording created with a body worn camera and documenting an incident that involves the use of deadly force by a peace officer or that is otherwise related to an administrative or criminal investigation of an officer may not be deleted, destroyed, or released to the public until all criminal matters have been finally adjudicated and all related administrative investigations have concluded.
- b. The department may release to the public a recording described by Subsection (a) if the Chief of Police or his designee determines that the release furthers a law enforcement purpose.

#### 2. RELEASE OF INFORMATION RECORDED BY BODY WORN CAMERA

- a. When submitting a request for BWC video, a member of the public is required to provide the following information:
  1. The date and approximate time of the recording;
  2. The specific location where the recording occurred; and
  3. The name of one or more persons known to be a subject of the recording.
- b. A failure to provide all of the information required by Subsection (a) to be part of a request for recorded information does not preclude the requestor from making a future request for the same recorded information.
- c. The department may not release any portion of a recording made in a private space, or of a recording involving the investigation of conduct that constitutes a misdemeanor

punishable by fine only and does not result in arrest, without written authorization from the person who is the subject of that portion of the recording or, if the person is deceased, from the person's authorized representative.

- d. A BWC recording is confidential and may not be released to the public, if the recording was not required to be made under department policy and does not relate to a law enforcement purpose.

Proposed changes to Body Worn Camera policy included on the attachment.

- 4. See attachments.



# Body Worn Camera Systems

**The following proposals are based on the ongoing conversations that continue to take place at community stakeholder meetings. Several more meetings are planned in the next month.**

## **303.1 PURPOSE AND SCOPE**

The use of Body Worn Camera (BWC) system provides an unbiased audio/video recording of events that employees encounter. These recordings can be useful for the documentation of evidence, the preparation of offense reports, and future court testimony. BWC systems can improve community relations and deter inappropriate conduct by both the members of the public and the police department.

This policy covers the use of the Department issued and personally owned BWC systems. This policy does not cover the use of surreptitious recording devices used in undercover operations.

## **303.2 DEPARTMENT ISSUED BODY WORN CAMERA**

(a) Employees equipped with a department issued BWC system must be trained in the operation of the equipment prior to its use. BWC equipment will be used in accordance with department training and the BWC operations manual.

(b) Employees will test the BWC equipment at the commencement of their tour of duty.

(c) Employees will classify the video as '10-41'.

(d) The BWC equipment test will consist of employees recording the following:

1. Employee name; and
2. Employee number; and
3. The current date and time.

(e) Employees will review the recording to verify the BWC microphone is operational, and the date and time is accurate.

(f) Employees who discover an operational defect with the BWC system will attempt to correct the system following the received training on the device (I.E.: Reseating cables, Cycling the power, etc.). If the BWC is found to have a physical defect or malfunction, the Employee will notify the supervisor, and write up the device for service describing the events leading up to failure.

(g) Employees shall not:

1. Bypass or attempt to override the equipment.
2. Erase, alter, or delete any recording produced by the BWC.

### 303.2.1 WHEN DEPARTMENT ISSUED BWC SYSTEM USE IS REQUIRED

This section is not intended to describe every possible situation where the system may be used. In some circumstances it may not be possible to capture images of an incident due to conditions or location of the camera, however the audio portion can be valuable evidence and is subject to the same activation requirements. The BWC should only be activated for law enforcement purposes.

(a) All units responding to a scene shall activate their department issued BWC equipment when they:

1. Arrive on-scene to any call for service; or
2. Have detained or arrested a person; or
3. Are attempting to detain or arrest a person; or
4. By the nature of the call for service, are likely to detain or arrest a person; or
5. Any consensual contact in which the officer or a citizen believes activation of the BWC would be in the best interest of the community.

(b) Examples of when the department issued BWC system must be activated include, but are not limited to:

1. Traffic stops
2. Foot pursuits, until completion of enforcement action
3. DWI investigations including field sobriety tests
4. Warrant service
5. Investigatory stops
6. Any contact that becomes adversarial in an incident that would not otherwise require recording.

(c) Officers that are issued a BWC will be required to utilize the BWC when engaging in Off-Duty LERE Overtime.

(d) In addition to the required situations, employees may activate the system anytime they believe its use would be appropriate and/or valuable to document an incident.

(e) There may be instances in which an officer is required to take immediate action to an event that occurs directly in front of them which may not allow time to activate their BWC. In those situations, it may be impractical or unreasonable for employees to activate their BWC system before taking police action. It is expected that once the immediacy of the situation is over,

employees will activate their BWC system to record the remainder of the incident. Officers will need to articulate the reasoning for the delayed activation of their BWC.

### **303.2.2 ADVISEMENT AND CONSENT**

In accordance with Texas State Law, officers are not required to inform individuals that they are being recorded; however officers should do so as part of their initial contact unless doing so would be unsafe, impractical or impact the investigation of criminal activity. 303.2.3 WHEN DEPARTMENT ISSUED BWC SYSTEM DEACTIVATION IS AUTHORIZED

Once the BWC system is activated it shall remain on until the incident has concluded.

(a) For purposes of this section, conclusion of an incident has occurred when:

1. All arrests have been made and arrestees have been transported; and
2. No further law enforcement action is likely to occur (e.g., waiting for a tow truck or a family member to arrive).

(b) Officers may choose to discontinue a recording currently in progress for any non-confrontational encounter with a person, including an interview of a witness or victim.

### **Victim and Witness Statements**

When conducting an investigation, the officer shall attempt to record the crime victim or witness' statement with the body worn camera. The recording may be valuable evidence that contributes to or compliments an investigation. While evidence collection is important, the Department also recognizes it is important for officers to maintain credibility with people wanting to share information with law enforcement.

On occasion, an officer may encounter a reluctant crime victim or witness who does not wish to make a statement on camera. In these situations, the officer should continue to develop rapport with the individual while balancing the need for evidence collection with the individual's request for privacy.

Should the officer use discretion and not record the crime victim or witness statement with the body worn camera, the officer should document the reason for not fully recording the statement with the body worn camera. In these instances, officers may still record with an audio recorder.

(c) If a citizen request that an officer turn off their BWC, the officer will explain that APD Policy requires the camera to be activated and recording until the conclusion of the incident or until there is no further law enforcement action necessary.

(d) Employees may deactivate the audio portion by engaging the mute button on the body worn camera, for administrative reasons only, as follows:

1. The reason for audio deactivation must be recorded verbally prior to audio deactivation; and
2. After the purpose of audio deactivation has concluded, employees will reactivate the audio track.

(e) For purposes of this section, an “administrative reason” refers to:

1. Personal conversations unrelated to the incident being recorded.
2. Officer to officer training (e.g., when a Field Training Officer or Field Training Supervisor wishes to speak to an officer enrolled in the Field Training Program about a training issue).
3. The conclusion of an incident.
4. Any reason authorized by a supervisor. The identity of the supervisor granting the authorization shall also be stated prior to the audio deactivation.

#### 303.2.4 WHEN DEPARTMENT ISSUED BWC SYSTEM USE IS NOT REQUIRED

Activation of the BWC system is not required:

(a) During break and lunch periods

(b) When not in service and not on a call

(c) When in service, but not on a call.

(d) Officers will not knowingly activate the body worn camera in the following circumstances:

1. A potential witness who requests to speak to an officer confidentially or desires anonymity.
2. A victim or witness who requests that he or she not be recorded and the situation is not confrontational
3. A victim or witness who requests that he or she not be recorded as a condition of cooperation and the interests of justice require such cooperation.
4. During tactical briefings, or the discussion of safety and security procedures.
5. Public or private locker rooms, changing rooms, restrooms, unless taking the police action.
6. Doctor's or lawyer's offices, unless taking police action.
7. Medical or hospital facilities, unless taking police action.
8. The monitoring of persons based solely upon the person's political or religious beliefs or upon the exercise of the person's constitutional rights to freedom of speech and religious expression, petition and assembly under the United States Constitution, or because of the content or viewpoint of the person's protected speech is prohibited.

### **303.3 REQUIRED CLASSIFICATION OF BWC RECORDINGS**

(a) Employees should ensure that all BWC recordings are accurately classified and downloaded prior to the completion of their scheduled tour of duty unless approved by a supervisor. All recordings, except those classified as "Non-Event," must also include the 9-digit incident number when available using the following format: YYJJJ#### (e.g. 100711267).

(b) Unless involved in a response to resistance, an arrest or directed by a supervisor, employees utilizing a BWC during LERE overtime are permitted to download and classify their recordings during their next regularly scheduled work day.

(c) Employees shall ensure that all incident recordings have the required information assigned and that the upload process has started prior to the completion of their scheduled tour of duty.

(d) For purposes of this section, a "Non-Event" video generally refers to a recording that meets all of the following criteria:

1. Video where no investigatory stop is made;
2. Video that does not include any call for service;
3. Video where no person has been detained or arrested; and
4. Video where no enforcement action is documented.

(e) Detectives are responsible for verifying the classification of recordings for assigned incidents within 30 days of the recording. Detectives are also responsible for reclassifying recordings when necessary to ensure proper retention.

#### **303.3.1 SUPERVISOR INSPECTION**

Sergeants will conduct monthly inspections of their employees' BWC recordings to ensure they are complying with BWC policy. These inspections will be electronically documented and sent to the lieutenant within the chain-of-command.

#### **303.3.2 DOCUMENTING BWC SYSTEM USE**

Any incident that was recorded with either the video or audio system shall be documented in the employee's report. If a citation was issued, a notation shall be placed on the back of the records copy of the citation that the incident was recorded.

#### **303.3.3 COPIES OF BWC SYSTEM RECORDINGS**

Copies of a BWC media recording will be used for official APD business only. This may include public information requests after the recording has been reviewed by the Department Legal Advisor and approved for release by the department. Copies of BWC System Recordings will not normally be made unless the person requesting the copy is authorized to view the recording and does not otherwise have access to view the recording using the BWC system. When a copy is made, it is the responsibility of the person receiving the copy to comply with records retention as outlined in policy.

#### **303.3.4 BWC RECORDING RETENTION SCHEDULE**

All BWC recordings shall be retained for a minimum of 90 days or for a period of time that is consistent with the City of Austin's Records Management Ordinance, Chapter 2-11, and any

applicable City Records Control Schedules and/or the State Local Government Retention Schedules.

#### **303.3.5 STORAGE AND SECURITY OF BWC SYSTEM RECORDINGS**

Officers will download the media contained on their BWC utilizing the approved download procedures (wireless, docking station, etc.). BWC media will be stored utilizing a secure storage server and backed up for redundancy purposes. All media will be stored utilizing approved security methods in compliance with Criminal Justice Information Standards (CJIS) standards. A maintenance agreement for the BWC program shall be in place to ensure the security of all BWC data.

#### **303.3.6 REQUESTS FOR BWC RECORDINGS**

The Department will comply with all applicable laws pertaining to the release of BWC recordings. Open records requests will be processed through the department coordinator in central records. Media requests will be processed through the Public Information Office (PIO).

#### **303.4 PERSONALLY OWNED BWC SYSTEMS**

Once departmentally issued BWC's are issued and a BWC program is implemented by the department, personally owned BWC's will no longer be permitted for use by employees.

#### **303.5 REVIEW OF ALL BWC SYSTEM RECORDINGS**

This section outlines the review of department issued and personally owned BWC system recordings.

(a) Recordings may be reviewed:

1. By an employee to make sure the BWC system is working
2. By an employee to assist with the writing of a report, supplement, memorandum, or prior to making a statement about the incident.
3. By authorized persons for the purpose of reviewing evidence
4. By a supervisor investigating a specific act of employee conduct
5. By authorized Department personnel participating in an official investigation, such as a personnel complaint, administrative inquiry, or a criminal investigation.

(b) Recordings may be shown for the purpose of training. If an involved employee objects to showing a recording, his objection will be submitted to his commander to determine if the training value outweighs the employee's objection.

(c) In no event shall any recording be used or shown to ridicule or embarrass any employee.

(d) Employees shall not obtain, attempt to obtain, or convert for their personal use or for the unauthorized use of another person, any information obtained by a BWC system.

(e) Employees shall not make personal copies or attempt to upload recordings to social networking sites (e.g., You-Tube, Facebook).



May 22, 2016

Ms. Erin D'Vincent  
Senior Buying Specialist  
Purchasing Office  
City of Austin  
Municipal Building  
Room 308  
124 W 8<sup>th</sup> Street  
Austin, Texas 78701

Re: Notice of Intent to Protest Award  
Response to Solicitation: # RFP EAD0124

Dear Ms. D'Vincent

This letter is our written notice of our intent to protest a deficiency in the award for Austin Solicitation #RFP EAD0124. This notice of intent to protest is based upon a news story published on May 19, 2016 regarding "a \$5 million contract for smart phones to quote "enhance the functionality of body worn cameras". A printed copy of the Fox 7 News story is attached to this Notice of Intent to protest.

The news story reports the Taser bid for this Solicitation was \$12.2 million. Now it emerges that an additional contract for \$5 million is being considered to enhance functionality of body worn cameras. As you know, our proposal included providing smart phones as part our BodyWorn solution that was bid at \$9,630,000. This new de facto Taser price increase of \$5 million for the scope of work included in RFP EAD0124 may result in Utility winning this contract award on a best value basis.

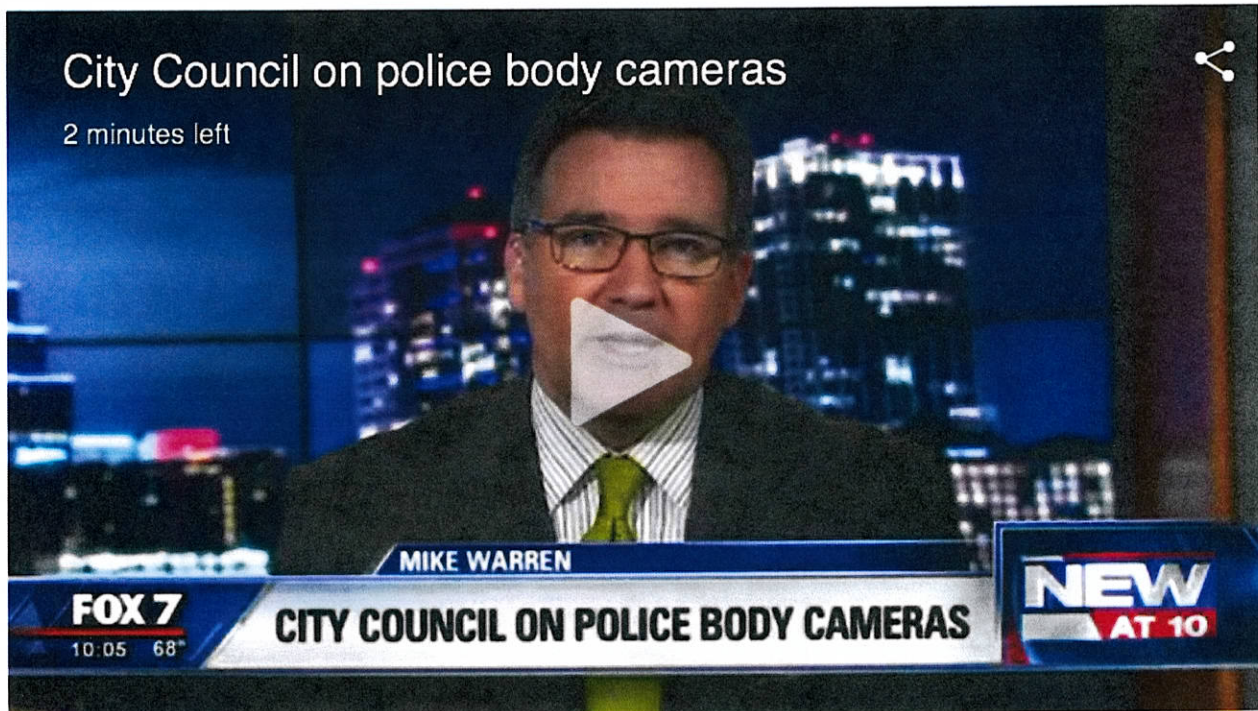
Please acknowledge your receipt of this Notice of Intent to Protest which is being filed within four calendar days of the date our company became aware of the Fox 7 News Story.

Sincerely,

Robert S. McKeeman  
Chief Executive Officer  
[rsm@utility.com](mailto:rsm@utility.com)  
404-816-0300



## Plans to give APD body cameras on hold



By: **Bridget Spencer**

**POSTED:**MAY 19 2016 10:14PM CDT

**UPDATED:**MAY 19 2016 10:17PM CDT

Plans to equip Austin police officers with [body](#) cameras are being put on hold after city council voted to postpone the vote to next month.

There have been talks for APD to become equipped with body cameras for a while now. The chance to give the okay, was Thursday, but that didn't happen. Council voted to postpone the item to June 9. Councilman Don Zimmerman already knows what his vote will be.

“Oh I'm voting against, absolutely,” Zimmerman said.

He feels the police department has not sat down with council and explained policies thorough enough.

“They're going to set their own policy, and spend our [money](#). The only purpose of Austin city council is to rubber stamp the decisions of APD,” Zimmerman sarcastically said.



The contract would be with the company called Taser International. It would total \$12.2 million. Also on the table is a \$5 million contract for smart phones to quote "enhance functionality of body worn cameras."

"About five years ago I made a prediction and that prediction was in five years most major city police departments in this [country](#) would be deployed with body worn cameras I think it's turned out to be accurate," Chief Art Acevedo said.

Acevedo says he is frustrated that council did not make any moves on the item Thursday. Some citizens, along with other council members expressed their concerns about the [policy](#), hence why they voted to address it later.

"The policy is driven by one thing and that's state law, we have to follow state law regardless of what our personal opinions are," Acevedo said.

On May 23, council will hold a public safety committee meeting, they [plan](#) to have a deeper discussion about the contracts at that time.

"The Austin Police Department claims the unilateral authority to set their policy and spend our money," Zimmerman said.



# Body-Worn Cameras Associated with Increased Assaults Against Police, and Increase in Use-of-Force If Officers Choose When to Turn on Body-Worn Cameras



**FOR RELEASE**

Tuesday  
May 17, 2016

*Preliminary results from eight UK and US police forces reveal rates of assault against officers are 15% higher when they use body-worn cameras. The latest findings, from one of the largest randomised-controlled trials in criminal justice research, highlight the need for cameras to be kept on and recording at all stages of police-public interaction — not just when an individual officer deems it necessary — if police use-of-force and assaults against police are to be reduced.*

New evidence from the largest-yet series of experiments on use of body-worn cameras by police has revealed that rates of assault against police by members of the public actually increased when officers wore the cameras.

The research also found that on average across all officer-hours studied, and contrary to current thinking, the rate of use-of-force by police on citizens was unchanged by the presence of body-worn cameras, but a deeper analysis of the data showed that this finding varied depending on whether or not officers chose when to turn cameras on.

If officers turned cameras on and off during their shift then use-of-force increased, whereas if they kept the cameras rolling for their whole shift, use-of-force decreased.

The findings are released today (Tuesday 17th May) across two articles published in the European Journal of Criminology and the Journal of Experimental Criminology.

While researchers describe these findings as unexpected, they also

## Media Resources

### RAND Office of Media Relations

(703) 414-4795  
(310) 451-6913  
[media@rand.org](mailto:media@rand.org)

### Cambridge Communications Office

Fred Lewsey  
+44-1223-765566  
[Fred.Lewsey@admin.cam.ac.uk](mailto:Fred.Lewsey@admin.cam.ac.uk)

### RAND Europe

Jack Melling  
+44-1223-227591  
[jmelling@rand.org](mailto:jmelling@rand.org)

## Explore

### All News Releases

[By Date](#)

### Related Topics

[California](#)  
[Crime and Violence Prevention](#)  
[Law Enforcement](#)  
[Police-community Relations](#)  
[United Kingdom](#)

### Research Conducted By

[RAND Europe](#)

[Explore All Topics »](#)

urge caution as the work is ongoing, and say these early results demand further scrutiny. However, gathering evidence for what works in policing is vital, they say.

“At present, there is a worldwide uncontrolled social experiment taking place — underpinned by feverish public debate and billions of dollars of government expenditure. Robust evidence is only just keeping pace with the adoption of new technology,” write criminologists from the University of Cambridge and RAND Europe, who conducted the study.

For the latest findings, researchers worked with eight police forces across the UK and US — including West Midlands, Cambridgeshire and Northern Ireland's PSNI, as well as Ventura, California and Rialto, California PDs in the United States — to conduct ten randomised-controlled trials.

Over the ten trials, the research team found that rates of assault against officers wearing cameras on their shift were an average of 15% higher, compared to shifts without cameras.

The researchers say this could be due to officers feeling more able to report assaults once they are captured on camera — providing them the impetus and/or confidence to do so.

The monitoring by camera also may make officers less assertive and more vulnerable to assault. However, they point out these are just possible explanations, and much more work is needed to unpick the reasons behind these surprising findings.

In the experimental design, the shift patterns of 2,122 participating officers across the forces were split at random between those allocated a camera and those without a camera. A total of 2.2 million officer-hours policing a total population of more than 2 million citizens were covered in the study.

The researchers set out a protocol for officers allocated cameras during the trials: record all stages of every police-public interaction, and issue a warning of filming at the outset. However, many officers preferred to use their discretion, activating cameras depending on the situation.

Researchers found that during shifts with cameras in which officers stuck closer to the protocol, police use-of-force fell by 37% over camera-free shifts. During shifts in which officers tended to use their discretion, police use-of-force actually rose 71% over camera-free shifts.

“The combination of the camera plus the early warning creates awareness that the encounter is being filmed, modifying the behaviour of all involved,” said principle investigator Barak Ariel from the University of Cambridge's Institute of Criminology.

“If an officer decides to announce mid-interaction they are beginning to film, for example, that could provoke a reaction that results in use-of-force,” Ariel said. “Our data suggests this could be what is driving the results.”

The new results are the latest to come from the research team since their ground-breaking work reporting the first experimental evidence on body-worn cameras with Rialto PD in California — a study widely-cited as part of the rationale for huge investment in this policing technology.

“With so much at stake, these findings must continue to be scrutinised through further research and more studies. In the meantime, it's clear that more training and engagement with police officers are required to ensure they are confident in the decisions they make while wearing cameras, and are safe in their job,” said co-author and RAND Europe researcher [Alex Sutherland](#).

Ariel added, “It may be that in some places it's a bad idea to use body-worn cameras, and the only way you can find that out is to keep doing these tests in different kinds of places. After all, what might work for a sheriff's department in Iowa may not necessarily apply to the Tokyo PD.”

- ENDS -

#### **Notes to Editors:**

#### **About University of Cambridge, Institute of Criminology**

The Institute of Criminology at the University of Cambridge, UK, has a worldwide reputation for excellence in both research and teaching.

The Institute, founded by Sir Leon Radzinowicz in 1959, was one of the first criminological institutes in Europe and has exerted a strong influence on the development of the discipline. [www.crim.cam.ac.uk](http://www.crim.cam.ac.uk)

#### **About RAND Europe**

RAND Europe is a not-for-profit research organisation whose mission is to help improve policy and decisionmaking through research and analysis. We conduct impartial research for European institutions, governments, charities, foundations, universities and private sector firms. We combine subject knowledge across diverse policy areas including health, science and innovation; defence, security and

infrastructure; and home affairs and social policy.

[www.randeurope.org](http://www.randeurope.org)

To contact the authors, see Fred Lewsey, Cambridge Communications Office, [Fred.Lewsey@admin.cam.ac.uk](mailto:Fred.Lewsey@admin.cam.ac.uk) or 01223 765566 and Jack Melling, RAND Europe, [jmelling@rand.org](mailto:jmelling@rand.org) or 01223 227591.

---

## About the RAND Corporation

The RAND Corporation is a research organization that develops solutions to public policy challenges to help make communities throughout the world safer and more secure, healthier and more prosperous.

# RELATED RESOURCES



### COMMENTARY

#### The Opt-Out Reckoning

May 10, 2016 | [Jonathan Schweig](#)



### BROCHURE

#### RAND Gulf States Policy Institute: Committed to Strengthening the Well-Being of the U.S. Gulf States Through Research and Analysis

Sep 21, 2015



### COMMENTARY

#### Outnumbered, Outranged, and Outgunned: How Russia Defeats NATO

Apr 21, 2016 | [David A. Shlapak](#),  
[Michael Johnson](#)

---

## ABOUT

The RAND Corporation is a research organization that develops solutions to public policy challenges to help make communities throughout the world safer and more secure, healthier and more prosperous. RAND is nonprofit, nonpartisan, and committed to the public interest.

1776 Main Street  
Santa Monica, California 90401-3208

---

# 5 Year Total Cost of Ownership Analysis:



Typical Clip-On Body Cameras compared to  
Utility BodyWorn™ Video Camera

May 2016

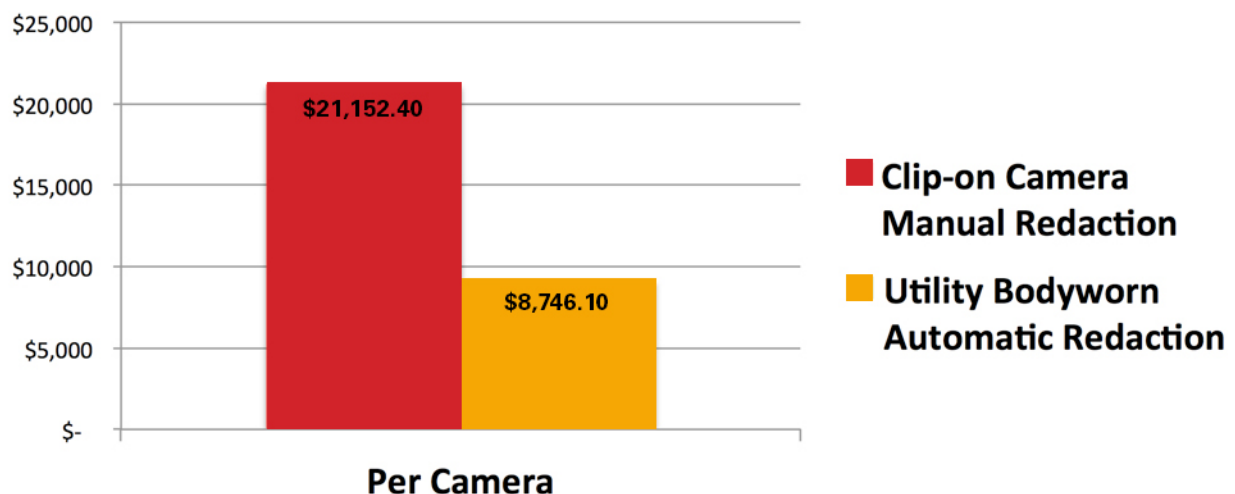
## Executive Summary

Many Police Departments who have implemented body worn cameras (BWC) have been surprised to find significant additional costs. Body cameras are not simply purchased and used like a flashlight. IT support systems and staffing are required at significant additional cost to reliably store and manage video – often for years. Therefore Police Departments need to consider the Total Cost of Ownership (TCO) over 5 years. The BWC hardware itself is often far less than half the five (5) year TCO. This report provides (1) a methodology for calculating a TCO analysis, and (2) a TCO summary for two leading BWC alternatives.

Police Departments often neglect to consider the cost of Video Redaction in the BWC TCO. Redaction is obscuring faces and body parts with identifiable tattoos before video can be released for a FOIA or Press request, or before video can be shown in an open courtroom at a Trial. The staffing required to manually redact 1% of recorded video often costs more than the BWC purchase. However, a BWC with automatic video redaction software can typically avoid enough manual redaction labor hours each year to pay for the BWC.

Video storage, docking stations, training, hardware maintenance and repair, and additional software licenses for Court Officers, Prosecutors and Defense Attorneys also need to be considered in calculating a realistic TCO. Most vendors who provide cloud storage are moving to unlimited video storage as part of their total solution. Local video storage has to add the purchase cost, operations, cybersecurity, and disaster recovery staffing and support costs for local video storage servers as additional costs in their five (5) year TCO calculation.

A realistic TCO can vary dramatically as shown in the following chart.



This report shows the very compelling five (5) year TCO savings for a BWC solution that includes automatic video redaction and classification on the BWC.



## Objective

The objective of this analysis is to provide (1) a framework for calculating the Total Cost of Ownership, and (2) document a per unit TCO comparison of Utility's BodyWorn™ video camera compared to a typical Clip-on manually operated body-worn video camera.

## Background and TCO Cost Factors

The rise of BWC technology can be attributed to three primary goals: (1) Promote police accountability and transparency as a matter of public record (2) Improve high-quality public service provided by police officers, and (3) Increase the perceived legitimacy of officer-constituent interactions (Miller, Toliver and Police Executive Research Forum). Furthermore, law enforcement agencies expect BWC technology to advance proactive and preventative efforts to reduce crime (Police Executive Research Forum).

Several companies, including Utility, Inc. (Utility) have developed BWC devices that address the goals stated above. Each device addresses these goals with different types of device functionality, real-time connectivity, need for additional peripherals, and video management software capabilities. For the purpose of this analysis, commonly deployed body-worn cameras and Utility's Generation-2 BodyWorn devices are compared.

Cost is a key factor for whether a law enforcement agency will implement BWCs. However, too often Police departments fail to consider all costs that should be included in the Total Cost of Ownership (TCO) analysis. Police Departments have found TCO to be a major budget problem as hidden additional costs emerge after deployment. Costs often not fully considered during a vendor selection process include:

- Data storage – either internet cloud storage or local server video storage
- Video Management software – how to Classify, Search, Play, Export, and Purge video
- Network Infrastructure to upload video from each BWC to central video storage
- Power and Security for docking stations for BWC systems that require docking stations
- Video Redaction costs – for responding to Freedom of Information Act (FOIA), Press, and Courtroom playback of BWC videos where the privacy of bystanders, minors, victims, and police officers has to be protected
- Officer time spent classifying video – and therefore not on patrol
- Accidental deletion of un-classified video
- New officer and staff training for BWC operation and recording policy
- Re-training police officers and staff about recording policy changes

In her recent article, "Cloud Storage for Camera Data?" Julie Anderson, head of AG Strategy Group, highlighted the massive amount of data produced by video recordings. The Seattle Police Department has produced 360 terabytes of data from police car dash cams. As Police Departments also deploy BWCs on every officer, this will add an additional huge amount of



video data that has to be stored, secured, managed, and eventually deleted. The Anderson article cites the case of Duluth, Minnesota, where the police department spent \$5,000 to purchase Body Cameras, but then struggled to support the \$78,000 storage cost over a two-year period (Anderson). In another example, Minooka, Illinois recently discontinued using body-worn video cameras because the administrative burden of responding to requests for videos from attorneys and the Courts became overwhelming.

Most body-worn camera solutions include Video Management software that manages the storage, search, playback, security and retention of BWC video. Often overlooked is that stakeholders outside of the Police Department such as Court officers, Prosecutors, and Defense Attorneys also need access to BWC video. In the past video from In-Car Video systems was made available by burning and mailing CD and DVD disks of a video, which is a significant administrative burden for the Police Department. Both the Press and private citizens can often submit Freedom of Information Act (FOIA) requests for a video. This administrative burden will only increase dramatically once every officer is wearing a BWC and recording 2 hours or so of video per shift. Some BWC Video Management systems can be configured to allow stakeholders such as Courts and Prosecutors to have access to BWC Video, but often at an additional cost for software user licenses. These BWC video distribution administrative costs have to be considered in a full five (5) year TCO analysis.

BWC video typically requires redacting (fuzzing out faces and skin) before a video can be released in response to Court, Press, and Citizen FOIA requests. Video must protect the privacy of both police officers and the public, as third parties such as gang members sitting in a Jury gallery may also see the video. 30 frames per second x 60 seconds in a minute x 60 minutes in an hour totals 108,000 video frames in an hour of video. Manually redacting 108,000 video frames in an hour of video is generally a tedious and error prone process that can often take 8+ hours of staff time to redact a one-hour video. The additional staffing required to redact video can be huge. Video redaction is often the largest cost component of the five (5) year TCO for a BWC, yet is often overlooked as police departments consider BWC alternatives.

Once BWCs are deployed, video needs to be classified so that it can be found during video searches, and then purged according to a department's video retention policies. Some videos such as felonies and DUI need to be retained for years, while most other videos can be purged after the minimum retention time according to retention policy. Classifying a video is critical to avoiding the example of Fountain CO Police, where 15,000 unclassified videos that included some felony video were accidentally purged and lost forever. Being able to classify video on the BWC at an Incident scene takes very little effort. On the other hand, if a police officer has to dock a BWC at the end of a shift, upload the video, and only then is able to use a Video Management system to remember and classify video (as was the case in Fountain CO), then the classification labor effort is significantly higher, accuracy suffers, and often video never gets classified. Video classification effort is a significant part of the five (5) year TCO for a BWC, and also a primary factor for reliably storing and retaining BWC video.

A number of police departments have found they also need to spend millions of unbudgeted dollars on networking infrastructure and power expansion to support docking stations to upload videos. All officers at the end of a shift docking their BWC and uploading video overwhelmed the data communications network at the Dallas TX Police department, to the point where no Dallas city employee could send or receive email. Charlotte-Mecklenburg Police spent over \$1M in data network and power upgrades needed for BWC docking stations. These networking and power upgrade costs have to be included in the five (5) year TCO.

The security of uploading video can be compromised if a prisoner trustee is mopping floors in a non-secured room or hallway where BWC docking stations are installed. At least one BWC docking station can be rebooted at any time with a paper clip. A BWC removed from a docking station prior to upload may never upload the video to secure storage. The cost of security over docking stations is another component of five (5) year TCO that is often overlooked.

Finally, soft costs are often not included in the TCO. When deploying BWCs, officers need training to learn how to operate their new device and how to apply the department's body-worn video recording policies. Furthermore, if recording policy changes, all officers using a manually controlled BWC will need to be re-trained in how to apply the new recording policy. Recording policy change training might take months to schedule and complete. During the retraining effort, video recording policy will be applied inconsistently depending upon whether an officer has been retrained yet. Police department new hires also have to be trained. The cost of both trainer and officer class attendee time for initial deployment, plus on-going training after deployment, must be included in the five (5) year TCO.

## **Total Cost of Ownership Methodology**

The TCO in this analysis was calculated for a 100-unit BWC deployment. This size department is thought to have the economies of scale to be representative for all 100+ officer Police departments on a per unit basis. This per BWC unit cost can therefore be applied to estimate the TCO for any 100+ unit Police Department.

In this comparison, the typical BWC and Utility are compared on the basis of three cost categories: deployment costs, direct ongoing costs, and indirect costs. Device, peripheral, storage, and software costs were aggregated from cited data sources, and represent manufactured suggested retail prices (MSRP). Redaction cost is based on effort and costs for manual and automatic video redaction as cited in Police Department RFPs, published news sources, and vendor demonstrations. Soft costs were estimated using data from Glassdoor.com salary estimates and other cited news and data sources.

## Deployment Costs

Deployment costs are the costs most commonly associated with purchasing BWCs. These costs include the device cost as well as the cost of any peripheral devices and training for the devices. For this comparison, deployment costs are broken down into five subcategories:

1. **BWC Hardware Cost:** This is the cost of the actual body camera device. The MSRP is provided in this subcategory.
2. **Docking Station Cost:** This is the cost of any charging or data offload stations required to be purchased alongside the BWC. This cost does not include any installation, cabling, or security for Docking Station location. The MSRP is provided in this subcategory.
3. **Policy-Based Automatic Recording:** This is the cost of additional peripheral devices or software required to implement automated policy-based recording such as automatic recording triggers from police car light bars, doors, and other peripheral inputs and sensors. This cost does not evaluate how the solution operates or attempt to qualify the costs or efficacy of any limitations or concerns associated with the solution. The MSRP is provided in this subcategory.
4. **In-Field Video Review Device:** This is the cost of peripheral devices or software required to provide in-field video review, GPS location tagging, and other capabilities not provided by the BWC itself. Some BWC solutions claim capabilities that are only available through a secondary device that also has to be purchased and supported. This cost does not evaluate how the solution operates or any limitations or concerns associated with the solution. The MSRP is provided in this subcategory.
5. **Device Training:** This is the cost of training professional services provided by the vendor providing the BWC solution. This cost does not include the value of Police Officer time spent attending classes or peripheral material or location costs, which can be substantial. The MSRP for a 100-unit BWC deployment divided by 100 is provided in this subcategory. A Police Department should recognize that a BWC solution that requires an extensive policy and operational training effort will have a higher TCO.

These five categories represent the scope of this portion of the evaluation, and are considered to provide a substantial representation of the total cost of ownership associated with “deployment” costs. Other costs not explicitly stated here are not included in this evaluation.

## Direct Ongoing Costs

Direct ongoing costs are the costs associated with services that are provided on an ongoing basis for general video management and storage. For this comparison, direct ongoing costs are provided in three subcategories:

1. **Video & Evidence Management Software:** This is the cost associated with providing evidence and video management software for each camera on a per month basis. This

cost is converted to an annual cost. This cost does not evaluate how the solution operates and any limitations or concerns associated with the solution. The MSRP is provided in this subcategory.

2. **Video Storage Cost:** This is the cost associated with storing video, either on local video data servers at the Police department or through cloud-based data storage such as Amazon AWS, Microsoft Azure, or another cloud storage provider. Some BWC solutions offer 'unlimited' data storage for a fixed fee. However, it is important to evaluate what 'unlimited' includes and does not include against departmental needs. Typically 'unlimited' requires a Police Department to have and adhere to their Video Retention Policy where data is purged according to the policy, and is therefore no longer subject to FOIA, Press, and Court requests. 'Unlimited' typically does not mean all video is stored forever. The MSRP is provided in this subcategory.
3. **Ongoing Device Support, Maintenance, and Replacement:** This is the cost associated with ongoing device technical support, device maintenance, and device replacement. The MSRP is provided in this subcategory.

These three categories provide a substantial representation of the total cost of ownership associated with "Direct On-going" costs. Other costs not explicitly stated here are not included in this evaluation.

## Indirect Ongoing Costs

Indirect ongoing costs are the costs associated with products and services that are required as a result of BWC implementation on an ongoing basis. For this comparison, indirect ongoing costs are provided in three subcategories:

1. **Video Upload and Classification Labor Hours:** This is the cost associated with officer time spent uploading and classifying video during or after each shift. Using the national average for police officer salary, a cost estimate is generated by taking a percentage of that salary as it relates to the time spent by an officer uploading video and performing BWC video classification. Some solutions involve a police officer traveling to a docking station location after the end of a shift to plug the BWC into a docking station to upload video. It often takes several hours for video to be uploaded through the docking station. The police officer then has to return to the police station once again to classify the uploaded video. Based on how the classification is performed, the percentage is scaled up or down to estimate labor hour costs required to upload and classify video.
2. **Video Redaction Labor Hours:** This is the cost for redacting of BWC video to respond to Freedom of Information Act (FOIA), Press, and Court requests for a video. The privacy and visual identification of victims, minors, bystanders and police officers has to be protected before a video can be released. The staff time required to redact one hour of video is estimated from news reports and vendor solution demonstrations. The redaction labor hour cost is then scaled to an annual cost per BWC. The percentage of total hours of video that will need to be redacted is also estimated. Any software tools

required to perform redaction are already included in the Direct Cost for Video & Evidence Management software mentioned previously.

3. **Third Party Video Access:** This is the cost associated with Chain-of-Custody compliant evidence sharing amongst individuals within the justice system. Some vendors charge additionally for third party video access seat licenses or User Logins. It is assumed that video evidence access accounts will be provided for the Court staff, prosecution team, and defense team. This annual cost is divided by a 100 camera deployment to provide a per camera cost of additional third party video management software access.

These three categories represent the scope of this portion of the evaluation, and are considered to provide a substantial representation of the total cost of ownership associated with “indirect ongoing” costs. Other costs not explicitly stated here are not included in this evaluation.

## Key Assumptions for Comparing BodyWorn™ to Alternatives

The TCO calculation methodology relies on several key assumptions. The rationale for each assumption is outlined in the following sections to allow readers of this comparison to better understand the basis of the resulting estimates.

### Policy-Based Automatic Recording

It is important to note that the policy-based recording capabilities of the Utility BodyWorn™ solution are far more extensive than other BWC devices. Both BodyWorn and other BWC solutions can automatically start BWC recording when a light bar is turned on. In the case of other BWC solutions, a master control unit in the vehicle can broadcast a Recording Start message, and the BWC as a slave device will start recording. On the other hand, in the case of the Utility BodyWorn™, the BWC itself determines when to start recording based upon the status of multiple parameters, such as start recording when the police car light-bar is on, GPS speed is zero, and a police car door opens.

Utility’s solution further automatically starts recording using other sensors and triggers. Sudden motion such as running or a struggle, an officer going horizontal and not responding to verbal or tactile prompts from the BWC, an officer entering a predefined geo-fence or Action zone, when an officer is dispatched to a dynamic geo-fence zone based upon a central Computer-Aided Dispatch system, or when recording start is remotely triggered by Central Dispatch. These additional automatic video recording triggers increase video recording reliability while minimizing officer distraction and potential racial bias.

### Device Training

This comparison assumes that BWC device training is necessary for a successful implementation of a BWC solution. This cost assumes that for every 20 BWC units deployed, 1 day of

professional training will be needed from the vendor. The International Association of Chiefs of Police (IACP) includes device training in their “Acquisition of New Technology” best practices guide. Two of the three methods of training suggested are provided by the technology vendor, suggesting that device training is best provided by a vendor, and almost certainly required for successful implementation of a new technology acquisition such as a BWC (Stolting, Barrett and Kurz).

## **Video & Evidence Management Software**

This comparison assumes that the software solution provided by typical camera solutions and Utility are equivalent in features and functionality, when they likely are not the same. In particular, if GPS location data is embedded within the video, then video can be displayed in a map-based view. Furthermore, GPS-tagged video can also be searched by location. An in-depth comparison should be conducted in order to gain a better idea of the value provided by each video and evidence management solution.

## **Video Storage Cost and Reliability**

This comparison assumes that the unlimited storage solution provided by other vendors and Utility are equivalent, when they likely are not. Some vendors charge an additional fee for video not originating from the vendor’s BWC. Cloud-based video storage can include automatic replication across multiple data centers, providing 99.999999% storage reliability. Local video storage that does not include automatic replication to remote back-up sites will be much more exposed to catastrophic video loss. An in-depth evaluation of each contract will provide insight as to the exact differences of each company’s version of unlimited storage.

## **Ongoing Device Support, Maintenance, and Replacement**

This comparison assumes that the ongoing device support, maintenance, and replacement solution provided by other vendors and Utility are equivalent, when they have differences. An in-depth evaluation of each contract will provide insight as to the exact differences and value of each company’s maintenance, support, and hardware replacement policy.

## **Amount of Video Recorded**

In order to create annual costs, assumptions on the amount of video recorded must be made. For this comparison, the amount of video that a department will collect annually per officer was based on a study conducted in Phoenix, AZ in 2011 during the early phases of body worn video rollout. The policy for recording used during this study reflects the policies adopted by many departments currently rolling out BWC programs, and should be fairly representative of the overall population of body cameras. It should be noted, however, that the amount of video recorded may be higher or lower depending on department policy and the frequency with which its officers face events that policy requires BWC video recording.



Based on this Phoenix study, an average officer activated their camera 414 times in a single year during which they would have had approximately 200, 10 hour shifts (assuming that they worked for 50 weeks during the year). This means that on average the camera was activated approximately 2.07 times each shift. Additionally, the mean recording time was 9.5 minutes, meaning that 414 videos would equate to approximately 65.6 hours of video recorded annually, per officer. These values are used as the basis for comparison in calculations made (Katz, Choate and Ready).

It is important to note that many RFPs, including a 2016 Phoenix body camera RFP, instruct bidders to assume a police officer will record an average of 2 hours of video per shift and approximately 200 shifts per year. This means the average police officer will record about 400 hours of video per officer per year on average. Which is more than six (6) times the volume of video recording used in this paper to calculate TCO. As an additional point of information, an NYPD body camera RFP instructed bidders to assume recording three hours of video per shift.

## Redaction Costs

This comparison makes several assumptions to determine the cost of video redaction. The first assumption is that departments will redact video to fulfill FOIA, Press, and Court Officer requests for video. It is possible that some local and state governments attempt to exclude BWC footage from being subject to FOIA requests. However, this runs completely counter to 21<sup>st</sup> Century Policing guidance of transparent and accountable police operations, and will not stand up to political and public will that BWC video is a “matter of public record”. Therefore, exclusion of BWC video from public access will not be considered in this comparison.

The second major assumption required for estimating redaction costs is how much BWC footage will be collected by Police officers. As explained in the previous section, an early 2011 Phoenix pilot project showed approximately 65.6 hours of video recorded annually per officer. However, after events such as Ferguson MO, North Charleston SC, and Baltimore MD, Police departments are mandating that more types of public interaction will be recorded. Furthermore, 2015 and 2016 RFPs are mandating bidders assume 2-3 hours of video will be recorded per shift. Therefore this analysis assumes a police officer will record 2 hours per shift x 200 shifts per year on average, for a total of 400 hours of BWC video per officer per year.

The next assumption that must be made is how much of the video collected will need to be redacted. Since there is limited information on how much video actually is redacted by departments, a conservative estimate is applied in this comparison. This comparison assumes that 1% of all recorded video will need to be redacted. Therefore it is assumed that 4 hours of video will need to be redacted per officer per year.

Following the assumption of how much video will need to be redacted is how many hours of labor it will take to redact an hour of video. As a baseline, this comparison uses an estimate of 8 hours of labor to manually redact 1 hour of footage. This is supported by a study conducted in

Mesa, AZ where 3 videos, ranging in length from 1-2 hours, took 30.5 hours of labor to redact. Assuming the videos were 1.5 hours long on average, it would have taken 6.8 hours of labor to redact each video. While that is under the estimate being utilized, it is likely that the average video length was less than 1.5 hours, considering that the average length of a video recorded in the Phoenix study was just 9.5 minutes with 95% of BWC videos between 0 and 32 minutes long (TASER, Intl.). Further confirming this estimating factor, NYPD told new station NY1 that it would take an NYPD officer one year to redact 190 hours of pilot body-worn camera video. Assuming 1,600 hours of available work hours in a year, this equals 8.4 labor hours to redact one hour of video.

The final assumption that must be made is how much it will cost per labor hour to redact video. Recently, both Baltimore and New York have published costs for video redaction for their BWC pilot program. NYPD quoted a price of \$121,000 to reimburse NYPD for redacting 190 hours of pilot video. This results in a redaction cost per hour of \$636.84. Divided by 8.4 hours, the NYPD labor cost is \$75.81 per hour. This estimate appeared to be high for the average police department. Currently, Las Vegas charges individuals wishing to receive BWC footage at a rate of \$48 per labor hour for manual redaction. The Las Vegas rate of \$48 per labor hour for an average of 8 hours to manually redact an hour of BWC video (or \$384 per hour of video) is used in this comparison to determine an annual estimate of video redaction cost.

In summary, this comparison utilizes the assumption that manual redaction of video takes 8 hours per hour of video at a rate of \$48 per labor hour. Additionally, this comparison assumes that officers will record 4 hours of video that will be redacted annually. These numbers may be higher or lower based on employee productivity, local cost of labor, and other factors that would be Police Department specific.

## **Additional Video Management Access**

This comparison makes several assumptions to determine a cost for additional video management access. The first assumption is that Police Departments will provide access to Courts and Prosecutors for evidence management. It is possible that agencies would prefer to download un-redacted video evidence to share with prosecutors, judges, and other interested parties for review. However, that presents chain-of-custody and security risks that this comparison does not support.

Other assumptions were made to reflect the approximate needs of most police departments that use the vendor provided Video Management Software to share evidence with the justice system. On that assumption, an article from Evidence Magazine stated that for 2300 BWC activations, video for 62 cases existed (Lovell). This means 2.7% of all recorded video pass through from BWC activation to court cases.

Based on the same assumptions used for video redaction, an officer will activate their camera at least twice during each shift with 200 shifts each year. At this rate, a 100 officer deployment will result in 41,400 annual camera activations, meaning that there will be approximately 1,116



cases where BWC footage will exist. If a local government operates 51 weeks each year, this is approximately 26 cases per week. If on average the full spectrum of court judges average 2 trials per week, then 11 accounts will be required to cover all judicial account needs. Assuming that the full spectrum of lawyers can operate with similar efficiency, a prosecutor and defense account will be needed for evidence review for every two cases handled each week, an additional 22 accounts. Adjusting for intermediate rounding, this means that for a 100 unit Police officer camera deployment, 33 additional video management accounts will be needed for the Justice system. This number may be higher or lower depending on how access is granted and taken away from those involved in the judicial system. A more detailed analysis for a specific agency would be necessary to fully understand how this element plays into body camera TCO.

## **Video Administration**

This comparison assumes that an officer using a traditional BWC system will spend 30 minutes daily offloading and classifying their video after their shift. This number was taken from a report by the Berkley, CA police chief, citing that officers in surrounding areas where BWC systems had been implemented spent an average of 2 hours each week on BWC administration, referring to offload and classification (Meehan). Assuming a substantial learning curve and 4 shifts weekly, an officer will spend 15 minutes each shift offloading video. This is 2.5% of a 10-hour shift, resulting in a labor cost of approximately 2.5% of an officer salary. According to Glassdoor.com, an American police officers make a median salary of \$53,043 annually. 2.5% of this annual salary is \$1,326.08, translating to a \$1,326.08 classification and offload cost associated with a traditional BWC.

## Findings

Utilizing the methodology and assumptions thus described, a total cost for each of the components listed has been derived. In this section, calculations and supporting data are included so that the comparison can be adjusted for varying data and assumptions.

## Deployment Costs

Deployment costs are the cost of the device, peripheral devices, and introductory training for the device. It was found that BodyWorn by Utility costs \$500.00 to purchase one BodyWorn camera. Adding a Rocket IoT router to the vehicle provides real-time 4G-LTE, WiFi, BlueTooth, and Zigbee connectivity, vehicle diagnostic interface, 120GB of storage, and various sensors and triggers connected to the light bar, siren, doors, and other switches and triggers adds \$500.00. A typical camera cost \$1,250.00 to purchase the body camera, docking station, vehicle lightbar BlueTooth transmitter and training. Table 1 displays the results of the calculations for the five cost components outlined in the methodology for this comparison. Costs not applicable on a per device basis assume a 100 unit camera deployment, distributed equally per camera.

**Table 1: One-Time Cost Comparison Results**

BodyWorn by Utility, Inc.		Cost Component	Typical Clip-On Cameras	
The BodyWorn by Utility retails at \$500.	\$500	Device	\$400	Most cameras currently on the market cost around \$400.
BodyWorn uploads wirelessly via WiFi and does not require a docking station.	Not Necessary	Docking Station	\$250	A typical 6 bay docking station costs roughly \$1,500.
Rocket IoT Router includes 4G-LTE connectivity, video storage, triggers and sensors.	\$500	Policy-Based Automatic Recording	\$300	Devices to enable automatic recording cost roughly \$300.
The BodyWorn by Utility is equipped to review video in the field.	Built-In	In-Field Video Review Device	\$200	In field review screen devices such as an iPod Touch start at around \$200.
Utility provides training on its devices at no extra cost.	Included	Device Training	\$100	Training services are typically offered for around \$2,000 per day for a class of 20.
<b>BodyWorn</b>	<b>\$1,000</b>	<b>Total</b>	<b>\$1,250</b>	<b>Typical Clip-On Camera</b>

## Device Training Calculation

Utility provides 1 day of training per 20 BWCs purchased. For a 100 unit camera deployment:

$$100 \text{ cameras} * \frac{1 \text{ day of training}}{20 \text{ cameras}} = 5 \text{ days of training}$$

Other vendors charge approximately \$2,000 per day of training, so for an equivalent amount of training:

$$5 \text{ days} * \frac{\$2,000}{\text{day}} * \frac{1}{100 \text{ cameras}} = \$100 \text{ per camera}$$

Therefore, for a service equivalent to Utility's, other vendors would charge \$100 per camera.

## Direct Ongoing Costs

Direct ongoing costs are the cost of the video and evidence management software, video storage cost, and device support. Using the methodology and assumptions outlined, the total cost of direct ongoing costs for BodyWorn by Utility were \$900.00 annually. Other cameras were \$960 annually. Table 2 displays the calculation results for the three categories outlined under direct ongoing costs in the methodology section.

**Table 2: Direct Ongoing Costs**

BodyWorn by Utility, Inc.		Cost Component	Typical Clip-On Cameras	
Unlimited storage, with the AVAIL Web Video Management Platform costs \$75 per month.	\$900	<b>Video &amp; Evidence Management Software</b>	\$960	Unlimited storage and software usage is generally charged monthly, at a rate of \$80 per month.
Unlimited storage of all evidence is included in the monthly subscription fee.	\$0*	<b>Video Storage Cost</b>	\$0*	Unlimited storage of video is often included, but some limitations may add cost.
Ongoing device support and maintenance is included. Replacement is included depending on contract length.	\$0*	<b>Ongoing Device Support, Maintenance, and Replacement</b>	\$0*	Ongoing device support and maintenance is included. Replacement is included depending on contract length.
<b>BodyWorn</b>	\$900	<b>Total</b>	\$960	<b>Typical Clip-On Camera</b>

\*\$0 may not meet the requirements of some departments. Further needs analysis and cost research should be conducted.

## Indirect Ongoing Costs

Indirect ongoing costs are the cost of redaction, additional video management access, and video administration. Using the methodology and assumptions outlined, the annual indirect ongoing costs for BodyWorn by Utility were \$649.22 annually. Results for typical clip-on cameras showed annual indirect ongoing costs as \$3,020.48 annually. Table 3 displays the calculation results for the three categories outlined under direct ongoing costs in the methodology section.

**Table 3: Indirect Ongoing Costs**

BodyWorn by Utility, Inc.		Cost Component	Typical Clip-On Cameras	
Utility provides Smart Redaction, an automated system that reduces redaction to a single assurance review.	\$384	<b>Redaction Costs</b>	\$1,536	Manual redaction at 8 labor hours per hour of video to be redacted.
Additional Video Management Software accounts are provided at no additional fee.	\$0	<b>Additional Video Management Access</b>	\$158.40	Competitors charge \$40 per month for additional Video Management Software accounts.
BodyWorn automatically offloads video wirelessly with limited classification automation. Full classification is completed on the device.	\$265.22	<b>Video Administration</b>	\$1,326.08	Video must be manually uploaded via docking station, USB cord, or Review device. Classification is manual.
<b>BodyWorn</b>	\$649.22	<b>Total</b>	\$3,020.48	<b>Typical Clip-On Camera</b>

## Redaction Calculations

As stated in the Key Assumptions section, 8 labor hours is required to redact 1 hour of video manually. Labor is calculated at a rate of \$48 per hour. Given that an officer will produce 4 hours of video that needs to be redacted per year, at a manual redaction productivity level, the annual redaction cost would total \$1,536 per camera. Table 4 provides productivity improvement estimates, and the number of labor hours required to redact one hour of video.

**Table 4: Labor Hours to Redact Video**

	Smart Redaction by Utility	Manual Redaction
Estimated Labor to Video Ratio	2:1	8:1
Productivity Improvement	75%	-
Labor Hours to Redact One Hour of Video	2	8

Using the Table in 2.4:

#### *Utility Redaction Cost*

$$4 \text{ hr video, annually} * \frac{2 \text{ labor hr}}{\text{hr video}} * \frac{\$48}{\text{labor hr}} = \$384 \text{ annually}$$

#### *Typical Assisted Redaction Cost*

$$4 \text{ hr video, annually} * \frac{8 \text{ labor hr}}{\text{hr video}} * \frac{\$48}{\text{labor hr}} = \$1,536 \text{ annually}$$

### **Justice System Video Management Account Cost Calculation**

As explained in the key assumptions section, a 100 unit camera deployment will require at least 33 additional video management accounts. Utility offers additional accounts for \$0.00, so the calculation is not necessary. The cost of Additional Video Management Accounts for a typical solution is calculated below:

$$33 \text{ accounts} * \frac{\$40}{\text{account} * \text{month}} * \frac{12 \text{ months}}{\text{year}} * \frac{1}{100 \text{ cameras}} = \$158.40 \text{ per camera}$$

### **Video Administration Calculations**

As stated in the Key Assumptions section, a docking station-based BWC camera system requires 15 minutes of video administration daily to upload and classify video out of an officer's shift. This assumes the Police Officer is not making a special trip just to dock and classify video recorded during the shift. However, if officers have to take time or get paid overtime solely to travel to a docking station location to upload and classify video, then this docking station video administration cost is seriously understated.

BodyWorn by Utility offers productivity benefits over a traditional BWC camera system by partially automating video classification using embedded GPS to tag video with location metadata. The remainder of classification takes place immediately on the BWC device by the officer at the scene. Additionally, video is automatically uploaded wirelessly, rather than being manually uploaded at a central base station. Typical clip-on cameras do not provide these productivity benefits. Table 5 presents data regarding the estimated productivity improvement for each system.

**Table 5: Productivity Improvements in Video Administration**

	BodyWorn by Utility	Typical Clip-On Camera
<b>Estimated Productivity Improvement</b>	80%	0%
<b>Daily Officer Time Requirement</b>	3 minutes	15 minutes

Using the data in Table 5 and that an officer works 4-10 hour shifts weekly:

*Utility Video Administration Cost*

$$3 \text{ min daily} * \frac{1 \text{ hr}}{60 \text{ min}} * \frac{1 \text{ day}}{10 \text{ hr}} = .5\% \text{ of time}$$

$$\frac{\$53,043 \text{ officer}}{\text{year}} * .5\% = \$265.22 \text{ annually}$$

*Typical Video Administration Cost*

$$15 \text{ min daily} * \frac{1 \text{ hr}}{60 \text{ min}} * \frac{1 \text{ day}}{10 \text{ hr}} = 2.5\% \text{ of time}$$

$$\frac{\$53,043 \text{ officer}}{\text{year}} * 2.5\% = \$1,326.08 \text{ annually}$$

## Overall Findings

Combining the data listed above, the findings are summarized and listed below. Total up-front cost of ownership for a BodyWorn by Utility is estimated at \$500.00 plus \$500.00 for a Rocket IoT router. In The ongoing, annual cost of owning a BodyWorn by Utility is estimated at \$649.22 annually. The total up-front cost of a typical camera is \$1,265.00. The ongoing, annual cost of owning a typical camera is \$3,020.48 annually. Table 6 displays the overall cost findings. Table 7 displays the lifetime cost of each device, given a 5-year life span.

**Table 6: Overall Cost Findings**

	<b>BodyWorn by Utility</b>	<b>Typical Clip-On Camera</b>
<b>One-Time Cost</b>	\$1,000.00	\$1,265.00
<b>TOTAL One-Time</b>	\$1,000.00	\$1,265.00
	<b>BodyWorn by Utility</b>	<b>Typical Clip-On Camera</b>
<b>Direct Ongoing</b>	\$900.00	\$960.00
<b>Indirect Ongoing</b>	\$649.22	\$3,020.48
<b>TOTAL Ongoing</b>	\$1,780.15	\$3,980.40

**Table 7: 5-Year Lifetime Cost by Device**

	<b>BodyWorn by Utility</b>	<b>Typical Clip On Camera</b>
<b>One-Time Costs</b>	\$1,000.00	\$1,250.00
<b>Direct Annual Costs x 5 years</b>	\$4,500.00	\$4,800.00
<b>Indirect Annual Costs x 5 years</b>	\$3,246.10	\$15,102.40
<b>Lifetime Cost</b> All Costs Considered	<b>\$8,746.10</b>	<b>\$21,152.40</b>

With the Utility BodyWorn solution, the Police Department gets a full vehicle wireless router that can also serve as an In-Car Video system with the simple addition of front facing and backseat IP cameras. In practice, the Rocket IoT router can serve as a wireless docking station for BodyWorn cameras that are uploading video as it is being recorded. Furthermore, all vehicle and BodyWorn video is stored in an integrated and unified Video Management system, where all vehicle and BodyWorn video related to an Incident can be displayed as multiple panels in one integrated and time synchronized view of an Incident.



## Conclusions

Based on this comparison analysis, BodyWorn by Utility is 41.3% of the five (5) Year TCO over a typical clip-on manually operated body camera. The productivity benefits offered by Utility's technology and software reduces the five (5) year Total Cost of Ownership by \$12,406.30 per camera. The savings are all in the cost savings in Video Administration and Redaction.

Departments concerned about the cost of their current BWC solution or a solution they hope to implement should conduct an independent validation of the Total Cost of Ownership analysis for their specific department. However, reducing the five (5) year Total Cost of Ownership by more than half while providing a far more capable solution can only be good for the stewardship of public resources.

## Works Cited

- Anderson, Julie. "Cloud Storage for Camera Data?" *Emergency Management*. Ed. Jim McKay. Folsom, 8 February 2016. Article.
- Glassdoor.com. *Police Officer Salaries*. 23 March 2016. 28 March 2016.  
<[https://www.glassdoor.com/Salaries/police-officer-salary-SRCH\\_KO0,14.htm](https://www.glassdoor.com/Salaries/police-officer-salary-SRCH_KO0,14.htm)>.
- Katz, Charles M., et al. *Evaluating the Impact of Officer Worn Vody Cameras in the Phoenix Police Department*. Document. Phoenix, AZ: Arizona State University, 2014.
- Las Vegas Metropolitan Police Department. *Body Worn Camera Recordings*. n.d. 28 March 2016.  
<<http://www.lvmpd.com/Records/BodyWornCameraVideo/tabid/583/Default.aspx>>.
- Lovell, Steve. *Body-Worn (Video) Evidence*. January 2015. 28 March 2016.  
<[http://www.evidencemagazine.com/index.php?option=com\\_content&task=view&id=1585](http://www.evidencemagazine.com/index.php?option=com_content&task=view&id=1585)>.
- Meehan, Michael K. *Body-Worn Cameras for Police Officers*. Memo. Berkeley, CA: City of Berkeley, 2015.
- Miller, Lindsay, Jessica Toliver and Police Executive Research Forum. *Implementing a Body-Worn Camera Porgram: Recommendations and Lessons Learned*. Washington, DC: Office of Community Oriented Policing Services, 2014.
- Police Executive Research Forum. *Future Trends in Policing*. Washington, DC: Office of Community Oriented Policing Services, 2014.
- Reaves, Brian and Andrea Burch. *Census of State and Local Law Enforcement Agencies, 2008*. Document. U.S. Department of Justice. Washington ,DC: The Bureau of Justice Statistics, 2011.
- Stolting, Cpt. Sharon, Cpt. Shawn Barrett and Chief David Kurz. *Best Practices Guide, Acquisition of New Technology*. Document. Alexandria, VA: International Association of Chiefs of Police, n.d.
- TASER, Intl. *End of Program Evaluation & Recommendations*. Document. Mesa, AZ: TASER, Intl., 2013.
- . *Evidence.com Pricing*. n.d. 28 March 2016. <<http://www.axon.io/pricing>>.
- . "Taser, Pricing & Ordering." 18 November 2015. *Charlotte Cooperative Purchasing Alliance*. 28 March 2016. <<http://www.charlottealliance.org/pdf/taser-international/TASER%20International%20Pricing%20-%20Amendment%202%20Addl%20Products.pdf>>.



# Phoenix, Arizona, Smart Policing Initiative

Evaluating the Impact of Police Officer Body-Worn Cameras

September 2015

*Charles M. Katz, Mike Kurtenbach, David E. Choate, and Michael D. White*

Smart Policing Initiative  
Spotlight Report



[www.cna.org](http://www.cna.org)  
[www.smartpolicinginitiative.com](http://www.smartpolicinginitiative.com)

This project was supported by Grant No. 2013-DP-BX-K006 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

Cover image: © Phoenix Police Department

Published September 2015

Copyright © 2015 CNA

## Smart Policing: Research Snapshot

A number of highly publicized deaths of citizens at the hands of the police have sparked a national debate over police accountability—with body-worn cameras (BWCs) at the center of the debate. BWCs enjoy support from many law enforcement agencies, citizen advocacy groups, civil rights organizations, politicians, and the federal government. Though there has been wide-ranging speculation over the potential impact and consequences of BWCs, few rigorous examinations of the technology have been conducted, and many questions remain unanswered.

The Bureau of Justice Assistance (BJA), through the Smart Policing Initiative (SPI), funded the Phoenix Police Department to purchase, deploy, and evaluate police body-worn cameras. In the study, the Phoenix SPI team deployed 56 BWCs to officers in one of the two Maryvale Precinct squad areas. All officers assigned to the target area were issued BWCs, and officers in the adjacent squad area served as a comparison group. Cameras were deployed in the field in April 2013, and the study period covered approximately 30 months (15 months pre-deployment; 15 months post-deployment).

The evaluation of BWCs, led by the research partners at Arizona State University, focused on six critical areas: (1) officer camera activation compliance, (2) officer perceptions of the wearability and utility of body-worn cameras, (3) impact on officers' job performance, (4) impact on public compliance and cooperation, (5) impact on officer accountability, and (6) impact on domestic violence case processing and outcomes.

The study found the following: (1) Officer compliance with the activation of BWCs was generally low (under 30 percent), varying by call type (between 6 percent and 48 percent). (2) Police perceptions of BWCs changed notably over time, as officers reported increased comfort and ease as well as greater recognition of the benefits of the technology. (3) BWCs appeared to increase arrest activity. (4) BWCs did not seem to change citizen behavior, based on resisting-arrest charges. (5) BWCs appeared to significantly reduce complaints against officers (23 percent drop) when compared with officers in the other squad area (10 percent increase). (6) Finally, BWCs improved the processing of domestic violence incidents, as cases with video were more likely to be charged and successfully prosecuted, although BWCs did result in longer case processing times.

The Phoenix SPI study produced a number of important lessons learned. The decision to deploy BWCs represents an enormous investment in resources and manpower. It is important for police managers to be strategic, deliberate, and collaborative in planning their BWC program. Coordination with the Prosecutor's Office is absolutely critical.

Training, policy development, and transparency with line officers also are essential for a successful BWC program. The perceived benefits of BWCs hinge on their use and proper operation in accordance with departmental policy. That is, the benefits of BWCs can be realized only if officers appropriately activate the cameras during police-citizen encounters.

Line officers should become educated consumers regarding BWCs, and both line officers and police managers should be realistic about the potential impact of the technology on police operations, encounters with citizens, and community perceptions of police legitimacy.

This page is intentionally blank.

# *PHOENIX, ARIZONA, SMART POLICING INITIATIVE: EVALUATING THE IMPACT OF POLICE OFFICER BODY-WORN CAMERAS*

*CHARLES M. KATZ, MIKE KURTENBACH, DAVID E. CHOATE, AND  
MICHAEL D. WHITE*

## **INTRODUCTION**

Police officer body-worn cameras (BWCs) are one of the most widely discussed technological developments in policing today. The BWC captures and records activity, creating a permanent digital video/audio recording of police encounters with citizens. Though interest in BWCs dates back several years, civilian deaths at the hands of police, perhaps most notably the tragic deaths of Michael Brown in Ferguson, Missouri, and Eric Garner in New York City in summer 2014, sparked a national debate over police use of force against citizens and police accountability—with BWCs at the center of the debate. Public outrage over police accountability again boiled over in April 2015 with the death of Freddie Gray while in the custody of the Baltimore (Maryland) Police Department.

The discourse over police use of force, accountability, and the potential role of BWCs led to the creation of the President's Task Force on 21<sup>st</sup> Century Policing. It also led to a White House-sponsored *Body-Worn Camera Partnership Program* that will provide \$75 million to police departments across the country to help purchase BWCs (managed by the Bureau of Justice

Assistance, BJA), and the development of BJA's *National Body-Worn Camera Toolkit*.<sup>1</sup> Though there are few good estimates of the number of law enforcement agencies currently deploying the technology, some experts estimate that by March 2015 as many as 4,000–6,000 agencies had already adopted or were planning to adopt BWCs.<sup>2</sup>

There has been wide-ranging speculation over the potential impact of BWCs. Advocates claim that the technology can demonstrate transparency, increase accountability, reduce citizen complaints and officer use of force, and facilitate both investigation of citizen complaints and prosecution of criminal cases through its evidentiary value.<sup>3</sup> Critics have raised questions about the technology's impact on citizen and officer privacy and about the significant cost and resources required

---

<sup>1</sup> See <http://www.cops.usdoj.gov/policingtaskforce> and <https://www.bja.gov/bwc/>.

<sup>2</sup> <http://www.wsj.com/articles/los-angeles-police-kill-man-in-struggle-captured-on-video-1425302531>

<sup>3</sup> L. Miller, J. Toliver, and Police Executive Research Forum. 2014. *Implementing a Body-Worn Camera Program: Recommendations and Lessons Learned*. Washington, DC: Office of Community Oriented Policing Services; B. Ariel, W. A. Farrar, and A. Sutherland. Forthcoming. "The Effect of Police Body-Worn Cameras on Use of Force and Citizens' Complaints Against the Police: A Randomized Controlled Trial." *Journal of Quantitative Criminology*. DOI 10.1007/s10940-014-9236-3



to successfully manage a BWC program.<sup>4</sup> Unfortunately, there have been few comprehensive discussions of BWCs and very little research on the technology. As a result, many questions remain about what to expect when officers begin wearing BWCs.<sup>5</sup> The Phoenix *Smart Policing Initiative* (SPI) sought to answer some of these questions.

## I. PHOENIX SMART POLICING INITIATIVE STUDY<sup>6</sup>

BJA awarded funding in 2011 to the Phoenix (Arizona) Police Department (PPD) and its research partners at Arizona State University (ASU) to purchase, deploy, and evaluate BWCs. The Phoenix SPI team sought to test a number of perceived benefits of BWCs:

- The technology might deter officers from engaging in unprofessional behavior or misconduct; it may deter members of the public from inappropriate, aggressive, or resistant behavior; and it may defuse

potentially violent interactions between the police and the community—that is, BWCs may generate a “civilizing effect.”<sup>7</sup>

- The technology has the potential to record misconduct, use of force, and other problem behavior or unprofessional conduct; and conversely, it has the potential to be used by an officer to disprove an allegation of misbehavior.
- The technology has the potential to increase the effectiveness of the police response to crime in general and domestic violence specifically (e.g., evidentiary value) by improving recollection of an incident when the officer is completing his or her field report, as well as later during court proceedings. The video also can be entered into evidence, which may lead to higher rates of arrest, charging, prosecution, and conviction.

## Setting for the Study

The PPD is a large municipal police agency with more than 3,000 authorized sworn personnel. The department serves a community of more than 1.5 million people, making it the sixth largest city in the United States. The Maryvale Precinct, one of eight precincts in Phoenix, is approximately 15 square miles and is

---

<sup>4</sup> M. D. White. 2014. *Police Officer Body-Worn Cameras: Assessing the Evidence*. Washington, DC: U.S. Department of Justice, Office of Justice Programs Diagnostic Center and the COPS Office.

<sup>5</sup> In May 2015, the Bureau of Justice Assistance launched the *National Body-Worn Camera Toolkit*, as an online information warehouse for agencies interested in adopting the technology (<https://www.bja.gov/bwc/>).

<sup>6</sup> For a complete description of the Phoenix *Smart Policing Initiative* see: C. M. Katz, D. E. Choate, J. R. Ready, L. Nuño, M. Kurtenbach, and K. Johnson. 2014, December. *Evaluating the Impact of Officer Worn Body Cameras in the Phoenix Police Department*. Phoenix, AZ: Center for Violence Prevention & Community Safety, Arizona State University. Available at [http://cvpcs.asu.edu/sites/default/files/content/products/PPD SPI Final Report%204 28 15.pdf](http://cvpcs.asu.edu/sites/default/files/content/products/PPD%20SPI%20Final%20Report%204%208%2015.pdf).

---

<sup>7</sup> M. D. White. 2014. *Police Officer Body-Worn Cameras: Assessing the Evidence*. Washington, DC: U.S. Department of Justice, Office of Justice Programs Diagnostic Center and the COPS Office.

operationally and geographically divided into two similarly sized patrol areas (called Area 81 and Area 82). Each of the two areas is assigned six patrol squads to provide first response coverage to calls for service 24 hours a day, seven days a week. While small changes in staffing occurred throughout the SPI study period, generally there were between 100 and 110 patrol officers equally divided between Area 81 and Area 82.

The Maryvale Precinct has a population of about 105,000, primarily Hispanic residents who are poorer and more likely to be unemployed than residents living in other areas in the city. Relative to other areas in the city, Maryvale historically has been and continues to be a location noted for a high volume of police activity and calls for service and for high rates of crime, particularly violent crime. In 2010, the Uniform Crime Report violent crime rate for Maryvale was approximately 85 crimes per 10,000 residents, compared with 55 crimes per 10,000 residents for the rest of Phoenix. Domestic violence is also a recurring problem in this precinct. In the Maryvale Precinct in 2010, there were more than 3,300 calls for service that initially were dispatched as domestic violence incidents.

## Overview of the Study

The design and implementation of the Phoenix SPI study included the purchase of 56 VIEVU™ body-worn camera systems. PPD deployed these BWCs on all officers in Area 82 of the Maryvale Precinct, which served as the *target* group for the study; officers in Area 81 were not deployed BWCs and served as the study's *comparison* group.<sup>8</sup> The BWC program provided coverage seven days a week, during all three shifts, and allowed for all officers to download camera data prior to their next shift. All officers in the target area also received training in the use and maintenance of the BWCs through a coordinated effort led by the precinct commander and VIEVU.

The cameras were deployed in the field on April 15, 2013. The study period covered about 134 total weeks, or 67 weeks pre-camera deployment and 67 weeks post-camera deployment (generally truncated to 15 months pre and post for analysis purposes). That is, the study data period ran from January 1, 2012, through July 31, 2014, comparing officers who were assigned to wear BWCs (Area 82) with officers who were not assigned to wear BWCs (Area 81).

---

<sup>8</sup> The SPI team did identify some demographic and socioeconomic differences between the two squad areas. Target Area 82 was slightly smaller than comparison Area 81 in population (56,630 vs. 71,676), had a larger percentage of Hispanic residents (82.5 percent vs. 71.1 percent), and a lower mean household income (\$44,895 vs. \$53,646). The areas were very similar in terms of crime.

## Study Methodology

Data collected for the evaluation included stakeholder interviews, project planning documents, camera metadata generated by camera activation, officer self-report surveys,<sup>9</sup> official police computer-aided dispatch and record management system (CAD/RMS) data, official complaints and claims of misconduct reported to the PPD, and official case processing data from the PPD and the City of Phoenix Prosecutor's Office.

The Phoenix SPI team examined the effect of BWCs in six critical areas:

1. Officer camera activation compliance
2. Officer perceptions of the utility and use of body-worn cameras
3. Impact on officers' job performance
4. Impact on public compliance and cooperation
5. Impact on officer accountability
6. Impact on domestic violence case processing and outcomes.

## II. STUDY RESULTS

### 1. Officers' Activation Compliance

The Phoenix SPI team analyzed camera metadata to assess the activation characteristics of the video files produced

and the data associated with each file. Their analysis relied on 15,519 individual video files created over 11 months, beginning with the first day of active deployment, April 15, 2013, through March 12, 2014, the most recent date that video was available at the time of request.<sup>10</sup> The average length of the videos examined was approximately 9.5 minutes. The average number of activations for the camera-wearing officers over the entire study period was 415, although activation varied tremendously by officer—from a low of 21 activations to a high of 1,079 activations.

The Phoenix SPI team assessed activation compliance by comparing the camera metadata with CAD/RMS data for all incidents (i.e., dispatched and officer initiated) attributed to Area 82 Maryvale officers during the post-deployment study period. That is, the analysis compared the number of cases that *should* have BWC video versus cases that actually *had* BWC video. Figure 1 shows that activation compliance was low over the study period. In May 2013, one month after deployment, 42.2 percent of all incidents that should have been recorded with a BWC were, and compliance declined over time, to 13.2 percent in March 2014. Generally, about 20 to 29 percent of eligible incidents each month were recorded.

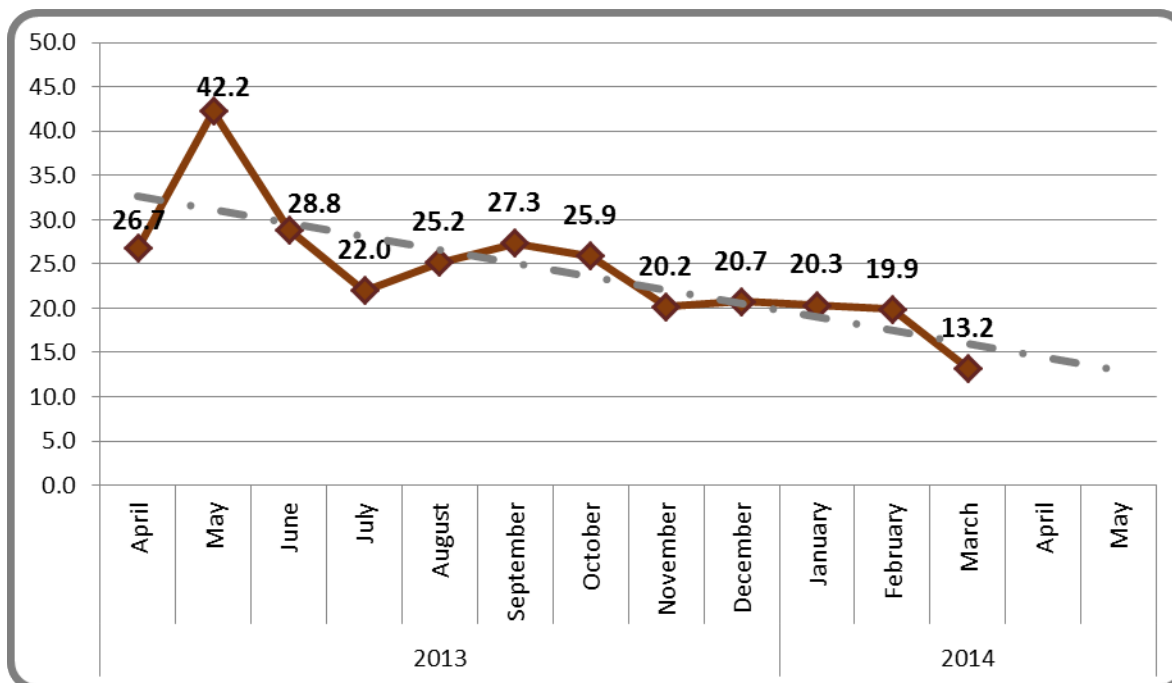
---

<sup>9</sup> The surveys were administered to both the target officers (Area 82) and the comparison officers (Area 81). Officers were surveyed during briefings immediately prior to the start of their shift. Officers were surveyed only if available on the selected day, during the briefing; officers who were absent were not surveyed that time. Response rates were high throughout the data collection period—98.3 percent overall—ranging from 96.5 to 100.0 percent across the eight survey administrations.

---

<sup>10</sup> The analysis excluded approximately 1,500 video files that were accidental recordings, test activations, duplicate files, or malfunctions.

**Figure 1. Proportion of Incidents with Video**



Note: The gray line represents the trend line.

**Figure 2. Camera Activation Compliance by Incident Type**

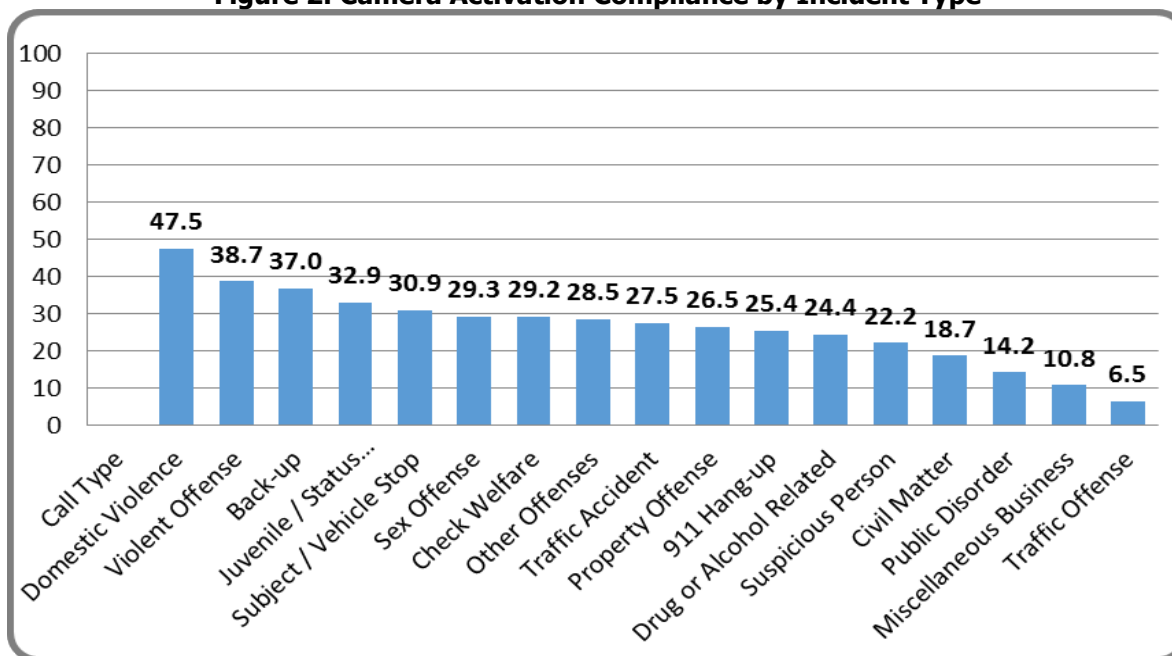


Figure 2 displays camera activation compliance by incident type, using radio code entries from the incident data for the Maryvale Precinct. Compliance was most frequent in calls involving domestic violence (47.5 percent), followed by violent offenses (38.7 percent) and when officers responded as back-up to another officer (37.0 percent). Only 6.5 percent of traffic stops were recorded.

## 2. Officers' Perceptions

In order to determine officers' perceptions of the wearability and utility of BWCs, the Phoenix SPI team administered surveys that asked about (1) comfort, (2) completion of incident reports, (3) evidence in court, (4) citizen behavior, (5) police officer behavior, and (6) other

benefits and limitations to use of BWCs. Officers completed the survey four times prior to camera deployment and four times after camera deployment. Table 1 shows selected findings from the first survey, administered in October 2012, and the last survey, administered in June 2014.

Several themes emerged from the analysis. First, officers clearly became better acquainted with the equipment, as assessments of ease and comfort increased notably over time (e.g., "easy to use" increased from 17.4 percent to 61.8 percent). Second, the officers became increasingly skeptical about the evidentiary value of BWCs and how video would affect prosecution (e.g., "Easier to work with Prosecutor's Office" declined by

**Table 1. Selected Findings from Officer Perception Surveys (October 2012 vs. June 2014)**

Officer Perception of BWCs	Pre-Deployment (first survey)	Post-Deployment (last survey)
Equipment is easy to use	17.4%	61.8%
Equipment is comfortable to wear	8.3%	57.6%
Improves quality of evidence	64.7%	52.9%
Easier to work with Prosecutor's Office	41.2%	20.6%
Easier to prosecute domestic violence offenders	52.8%	32.4%
Citizens will be more respectful	33.3%	28.6%
Cameras hurt "police-community" relations	29.4%	17.6%
Cameras will increase citizen complaints against officers	20.6%	8.6%
Officers will have fewer contacts with citizens	62.9%	37.1%
Affects an officer's decision to use force	60.0%	45.7%
Body cameras are well-received by coworkers	0.0%	14.3%
Cameras should be adopted throughout the city	18.8%	32.9%
Advantages of body cameras outweigh the disadvantages	12.5%	35.3%

half, from 41.2 percent to 20.6 percent). Conversely, the officers' concern that the technology would negatively affect their job decreased, as assessments about possible adverse impacts on police-community relations, citizen complaints, citizen contacts, and use of force all dropped notably (e.g., "Cameras hurt 'police-community' relations" declined from 29.4 percent to 17.6 percent).<sup>11</sup>

Last, officers increasingly embraced BWCs, illustrated by large increases in the percentage who thought the technology was well-received by coworkers (from 0.0 to 14.3 percent), that BWCs should be adopted citywide (18.8 to 32.9 percent), and that the advantages of BWCs outweigh the disadvantages (12.5 to 35.3 percent).

### 3. Officers' Job Performance

To assess the impact of BWCs on officers' job performance, the Phoenix SPI team compared arrest activity among both camera-wearing and comparison officers. The team tracked all officers who at any time during the course of the study were assigned to Area 81 or 82. This procedure allowed the team to calculate the number of arrests on any given day in the study period when a camera would or would not have been present. They then calculated an average daily arrest rate for the pre-deployment and post-deployment periods, for camera-wearing officers and comparison officers separately.

Those calculations show that the average daily arrest rate increased slightly for the comparison officers, from approximately 0.11 in the pre-deployment period to 0.12 in the post-deployment period—an increase of 9 percent. However, the daily arrest rate of the camera-wearing officers saw a much larger increase, from 0.08 in the pre-deployment period to 0.12 in the post-deployment period. Put another way, the camera-wearing officers increased their average daily arrest activity by 42.6 percent, which is nearly triple the increase among comparison group officers of 14.9 percent. This difference in arrest activity is statistically significant and suggests that BWCs did increase officer arrest activity.

### 4. Public Compliance and Cooperation

To measure citizen reactions to BWCs, the Phoenix SPI team examined trends in resisting-arrest charges resulting from encounters with both camera-wearing and comparison officers. If there is merit to the hypothesized "civilizing effect" of cameras, there should be fewer instances of resisting arrest among citizens who interact with camera-wearing officers.

For this analysis, the team examined the arrest charges for each of the encounters, identifying those that involved passive or forceful resistance, escape or flight, or assault against the officer. Subsequently, incidents of these types were re-coded into an "any form of resistance" category.

The analysis showed that resistance in

---

<sup>11</sup> For a complete review of the officer perception results, see Katz et al. (2014).



any form was very rare. In the pre-deployment period, the mean number of resisting-arrest incidents per day was 0.002 for the camera-wearing officers and 0.003 for the comparison officers. For both groups of officers, the number of encounters resulting in resisting-arrest charges substantially increased in the post-deployment period—to 0.005 for the camera-wearing officers and 0.007 for the comparison officers. These increases were in large part the result of increases in arrests for passive resistance. Notably, the post-deployment differences between camera and non-camera officers were not statistically significant. That is, there is no evidence to suggest that BWCs affected citizen behavior.

## 5. Officer Accountability

Officer accountability was measured with official police complaint data obtained from the PPD's Professional Standards Bureau (PSB). These data included all reports of misconduct, regardless of source (e.g., citizen calls, supervisor initiated, direct contact to PSB/Chief's Office), during the 15-month study pre- and post-camera deployment periods.

The analysis found that from pre- to post-deployment, camera-wearing officers experienced a 22.5 percent decline in officially recorded complaints, whereas comparison officers experienced a 10.6 percent increase. Over the same time, PPD saw a 45.1 percent increase in complaints across all other precincts. As shown in Table 2, these results were statistically significant both pre/post

within all groups (i.e., target, comparison, and citywide) and among the groups.

This reduction in citizen complaints for camera-wearing officers is consistent with results from other studies (Rialto, California; Mesa, Arizona) and highlights one of the most powerful positive effects of this technology. The exact cause of these large reductions remains unclear. Some portion of the reduction may be explained by changes in the types of information available to supervisors and the department's PSB, which is responsible for investigating complaints against the police.

In fact, the Phoenix SPI team's data showed that those officers who wore cameras and received a complaint were significantly more likely to have the complaint judged unfounded than were the comparison group or patrol officers throughout the PPD. This suggests that even if a complaint was made against a camera-wearing officer, the video file was likely to support the officer. The extent to which the drop in citizen complaints is a result of a "civilizing effect" or of improved behavior by officers, citizens, or both is not known.



**Table 2. Citizen Complaints, by Officer Group (January 2012–July 2014)**

	Pre-Deployment Complaints	Post-Deployment Complaints	Pre/Post	Pre-Deployment Complaints
Group	N	N	%	N
Target	40	31	-22.5*	71
Comparison	66	73	10.6*	139
Citywide Patrol	627	910	45.1*	1,537
Total	733	1,014	38.3	1,747

\* t-test significant at  $p < .05$

**Table 3. Domestic Violence Cases: Case Flow, by Officer Group (April 2013–July 2014)**

	Post-Deployment			
	Target Group (BWC Video)		Comparison Group (No Video)	
	N	%	N	%
Number of Domestic Violence–Related Contacts	252	100.0	933	100.0
Cases Initiated	103	40.9	320	34.3
Charges Filed	90	37.7	243	26.0
Case Furthered (Not Dismissed)	32	12.7	58	6.2
Pled Guilty	11	4.4	11	1.2
Guilty at Trial	11	4.4	9	0.9

## 6. Domestic Violence Cases

The Phoenix SPI team examined the impact of BWCs on processing and outcomes of domestic violence cases, including the disposition of cases and the length of time required to process cases. The PPD requires officers to complete a brief, specialized field interview (FI) card for all incidents involving domestic violence, regardless of whether an arrest is made.

The team examined all domestic violence card data during the 15-month study period—a total of 1,185 unique incidents. Analyses were case-based and conducted by comparing the processing of cases generated by the target and comparison officer groups post-deployment.<sup>12</sup>

As shown in Table 3 (above), BWCs improved the processing of domestic violence cases. When compared with non-camera cases, cases with BWC video were more likely to be initiated by the Prosecutor's Office (40.9 vs. 34.3 percent), have charges filed (37.7 vs. 26.0 percent), have cases furthered (12.7 vs. 6.2 percent), result in a guilty plea (4.4 vs. 1.2 percent), and result in a guilty verdict at trial (4.4 vs. 0.9 percent).

The impact of BWCs on case processing time was less clear. The Phoenix SPI team examined the average number of days to process domestic violence cases to completion, comparing the pre-deployment period with the post-deployment period. Table 4 shows that

the average case processing time declined significantly from pre-deployment (95.8 days) to post-deployment (78.1 days for camera-wearing officer cases; 43.5 days for comparison officer cases).

However, the pre/post analysis likely is confounded by a shift in the PPD's approach to case processing. Shortly after BWCs were deployed, the police department assigned a detective as a dedicated court liaison officer to help process cases, particularly those with video evidence, from the police department to the Prosecutor's Office. This administrative change alone may have accounted for the overall pre/post declines in processing times.

It is also clear from Table 4 that cases with camera video took significantly longer to process than did cases without camera video. The extra time likely is a natural consequence of the additional effort required by prosecutors to review the video evidence. Though processing time is down substantially from pre-deployment, the additional days (34.6 days on average) could be viewed as a negative side effect of BWCs. The Phoenix SPI team, however, believe that the extra time is more than offset by the improved outcomes shown in Table 3. Moreover, the assignment of the court liaison officer likely will lead to shorter case processing times in the future.

---

<sup>12</sup> The Phoenix SPI team also compared the processing of domestic violence cases pre-deployment versus post-deployment. For details of that analysis, see Katz et al. (2014).

**Table 4. Domestic Violence Cases: Days to Process, by Time Period and Officer Group  
(January 2012–July 2014)**

	Pre-Deployment		Post-Deployment			
			Target Group (BWC Video)		Comparison Group (No Video)	
	Mean	N	Mean	N	Mean	N
All Completed Cases (N=792)	95.8	369	78.1	103	43.5	320
SD	(124.3)		(105.10)		(77.50)	

### III. LESSONS LEARNED

#### Summary

The Phoenix SPI study examined the deployment of police officer BWCs to approximately 56 officers in the Maryvale Precinct in the city of Phoenix, Arizona. The Phoenix SPI team carried out an extensive process and impact evaluation that focused on core questions surrounding the implications and consequences of the technology. Several notable findings emerged:

1. Compliance with camera activation policy was generally low (20–29 percent), but varied by offense type; it was most common for domestic violence and violent offense calls.
2. Officer perceptions of the technology changed notably over time. Most of those changes were positive, such as greater perceived ease and comfort and greater recognition of BWC benefits (e.g., better police-community relations, advantages outweigh disadvantages). However, officers were increasingly concerned about evidentiary value and collaboration with the Prosecutor’s Office.

3. Formal arrest activity increased notably among the camera-wearing officers compared with the non-camera officers.
4. Analysis of resisting-arrest charges showed no evidence that the cameras changed citizen behavior during encounters with police.
5. Citizen complaints decreased significantly (23 percent) among camera-wearing officers. This is notable, given that complaints increased more than 10 percent among the comparison officers and 45 percent citywide over the study period.
6. The cameras improved the processing of domestic violence incidents, as cases were more likely to be filed and successfully prosecuted. Cases with video evidence generated by BWCs took longer to process.

The Phoenix SPI also produced a number of “lessons learned” for police managers and line officers.

## Lessons Learned for the Police Manager

**Be Strategic in Planning a BWC Program:** The decision to start a BWC program represents an enormous investment of money, manpower, and resources. There are the up-front costs of buying the hardware and training officers; the real costs, however, come on the back end in managing the vast amount of data generated by the cameras. The video data must be stored securely; in some cases, for years.

A BWC program affects all units in the police department, as well as numerous outside stakeholders including prosecutors and defense attorneys. Any police chief who is contemplating the creation of a BWC program should carefully consider its resource implications. Many resources are available to assist chiefs in planning and implementing such a program, most notably BJA's *National Body-Worn Camera Toolkit*.<sup>13</sup>

Moreover, a chief should create an Advisory Group of relevant stakeholders, both internal and external to the department, at the beginning of the planning process. Internal participants should include union representatives, patrol officers and commanders, technology staff, Internal Affairs, Investigations, and legal advisors. External participants should include representatives from the city and county Prosecutor's Office, public defender and

defense bar, city leadership, and community leaders.

By engaging all relevant stakeholders up front, the department can gather input, hear concerns, answer questions, and make modifications during planning and implementation as needed. In Phoenix, for example, the ongoing involvement of department and city technology experts facilitated the development of a secure local data storage solution. The work done up front by an Advisory Group will greatly reduce the potential for resistance from those stakeholders later on, after the technology is deployed in the field.

**Develop an Ongoing Partnership with the Prosecutor:** Police officer BWCs have a tremendous impact on the city and county Prosecutor's Offices. Each video of an arrest encounter represents an additional piece of evidence that must be reviewed by the Prosecutor, and, if charges are filed, disclosed to the Defense. Depending on the size and scope of a police department's BWC program, the video can translate into hundreds of hours of additional work for prosecutors each month. The results from the Phoenix SPI study demonstrate that BWCs have real evidentiary value, particularly for domestic violence cases, but that case processing times increased.

---

<sup>13</sup> <https://www.bja.gov/bwc/>

**Training and Policy Are Critically Important:** It should come as no surprise that effective training and policy are essential for a successful BWC program. Officers may have many concerns regarding BWCs, from the goals of the program to operational and logistical issues. Common line officer questions include these: When do I have to turn it on? When can I turn it off? Do I have to tell a citizen that I am recording? What should I do if a citizen asks me to turn it off? Will I get into trouble if I forget to turn it on? Can my supervisor review my footage to look for policy violations?

Police managers need to be absolutely transparent with their officers about the goals of the program, and they should work hard to address all concerns and questions before officers are required to wear BWCs. The administrative policy governing the BWC program must be clear on a wide range of topics—from activation, video downloading, citizen notification, and other operational issues, to logistical issues such as equipment maintenance, and the degree of officer discretion and consequences for policy violations. Again, Chiefs have numerous resources available to them on this, through the *National Body-Worn Camera Toolkit*.

Correspondingly, officers require BWC training that addresses those same operational, logistical, and administrative issues. Moreover, the training should be continuous, with refreshers on critical components at least annually—recognizing that many aspects of a BWC program may change as a consequence of

new laws, court rulings (e.g., privacy issues), and technological developments.

## Lessons Learned for the Line Officer

**Be an Educated Consumer:** Police officers are often skeptical of new technologies, particularly those advertised as having the potential to “revolutionize” police work. In some cases, new technologies do in fact become widely diffused in law enforcement (e.g., the TASER); but in many cases, they do not (e.g., impact munitions). BWCs very clearly fall into the former category. Thousands of police departments across the United States currently are deploying or planning to deploy BWCs. The technology has widespread support from law enforcement, civil rights groups, citizen advocates, and the federal government. Millions of dollars in funding have been made available by the White House and U.S. Department of Justice to facilitate the purchase of BWCs. And preliminary research, including the Phoenix SPI study, suggests that the technology delivers on many of its perceived benefits.

In short, BWCs are here to stay, and much like the TASER, they likely will become a routine tool in police work within a few years. As a result, line officers should accept that BWCs will soon be just another gadget on their uniform, and they should make a thoughtful effort to understand the technology and how it affects their day-to-day business. Officers should reach out to colleagues in their own and other departments. Officers

should gather and share information about the benefits and challenges associated with BWCs.

In particular, officers should take advantage of opportunities to advise department leadership on issues of training, policy, and operation. Given the relative newness of BWCs and the speed at which the technology is diffusing through law enforcement, line officers are well-positioned to guide and inform the adoption of BWCs, as well as identify and short-circuit problems before they occur. Line officers are quickly gathering a wealth of information on the impact and consequences of BWCs, and they should seek out avenues to share what they know.

### **Benefits of BWCs Can Be Realized Only If the Camera Is Activated:**

Advocates of BWCs argue that the technology can generate numerous benefits, and early research supports some of these claims. Regardless, none of the perceived benefits of BWCs can be realized if officers do not embrace the technology. If BWCs, in fact, can generate a “civilizing effect,” that effect can only be produced if the camera is turned on. If BWCs can facilitate the resolution of citizen complaints and the prosecution of criminal cases, that facilitation can occur only if the camera is turned on. If BWCs can increase the trust citizens have in police and enhance their perceptions of police legitimacy, that enhanced trust can occur only if the camera is turned on. The bottom line: Realizing any of the potential benefits of BWCs hinges on officers consistently activating the technology

during law enforcement encounters with citizens.

### **For Both the Police Manager and Line Officer**

**Be Realistic About Impact:** The perceived benefits of BWCs are significant, and the technology clearly has the potential to positively redefine police encounters with citizens. Nevertheless, there are limits to what a BWC program can achieve—especially in communities such as Ferguson and Baltimore where the police-citizen relationship is one of longstanding anger and distrust. BWCs on their own cannot alter that relationship. Expectations for the impact of BWCs must be reasonable, and police departments should convey that message. Still, a well-planned and well-implemented body-worn camera program can represent a starting point for police to demonstrate transparency and a willingness to engage with citizens. Police should convey that message, too. This first step is especially important in places such as Ferguson and Baltimore, where police officers are seen as enemies and threats, rather than as public servants, guardians, and problem solvers.



## AUTHOR BIOS

**Charles M. Katz** is Watts Family Director of the Center for Violence Prevention and Community Safety and a professor in the School of Criminology and Criminal Justice at Arizona State University. He received his Ph.D. in Criminal Justice from the University of Nebraska at Omaha in 1997. His research primarily involves collaborating with agencies to increase their organizational capacity to identify and strategically respond to crime and violence affecting local communities. He is the coauthor of many peer-reviewed articles, monographs, and books, including *Policing Gangs in America* (Cambridge University Press, 2006) and *The Police in America* (McGraw Hill, 2013). As a research partner to the Phoenix Police Department, he helped evaluate its BJA-sponsored *Smart Policing Initiative*—the first federally sponsored evaluation of the impact of police body-worn cameras on complaints, use of force, and arrest and prosecution of domestic violence. The evaluation report he coauthored can be found at

<http://cvpcs.asu.edu/products/evaluating-impact-officer-worn-body-cameras-phoenix-police-department>. He also was one of two primary authors of the *National Body-Worn Camera Toolkit* (<https://www.bja.gov/bwcl/>) for BJA.

**Michael Kurtenbach** is a Phoenix native who has proudly served with the Phoenix Police Department for 25 years. Throughout his career, he has been a strong proponent of Community Based

Policing and has remained steadfast in his commitment to problem solving and partnership building with the citizens of Phoenix, while holding multiple positions and ranks throughout the organization. He was promoted to Commander in October 2011, overseeing the Training Bureau, Community Relations Bureau, Estrella Mountain Precinct, and Maryvale Precinct. In March 2015, he was promoted to Assistant Chief and tasked with heading the Department's newly formed Community Services Division, which includes the Arizona Law Enforcement Academy and the bureaus of Community Relations, Personnel and Employee Development, Training, and Public Affairs. He also oversees all aspects of the Department's body-worn camera program. He attended the University of Arizona as an undergraduate and earned a Master of Education degree in Human Relations from Northern Arizona University. He has been the recipient of numerous department awards and commendations, to include the Medal of Valor, Distinguished Service Award, Community Based Policing Award, Police Chief's Unit Award, and Supervisor of the Year Award.

**David E. Choate** is Associate Director of Operations for the Center for Violence Prevention and Community Safety at Arizona State University. He has worked with dozens of local, county, state, and federal law enforcement agencies; numerous not-for-profit social service organizations; city, county, and state agencies; community groups; and treatment providers throughout Arizona

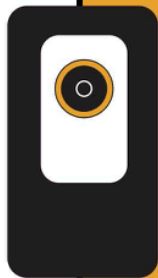


conducting evaluation, research, and strategic planning initiatives.

**Michael D. White** is a professor in the School of Criminology and Criminal Justice at Arizona State University and Associate Director of its Center for Violence Prevention and Community Safety. He is also a senior diagnostic specialist for the Office of Justice Programs Diagnostic Center, and a senior subject matter expert for BJA's *Smart Policing Initiative*. He received his Ph.D. in Criminal Justice from Temple University in 1999. Previously, he worked as a deputy sheriff in Pennsylvania. His primary research interests involve the police, including use of force, technology, and misconduct. His recent work has been published in *Justice Quarterly*, *Applied Cognitive Psychology*, *Criminal Justice and Behavior*, and *Crime and Delinquency*. He has commented extensively in the media as an expert on police issues, including in *Scientific American*, *The Wall Street Journal*, *The New York Times*, *The Washington Post*, and *TIME* magazine, as well as on National Public Radio and MSNBC. He is one of two primary authors of the *National Body-Worn Camera Toolkit* (<https://www.bja.gov/bwc/>) for BJA. He also is author of the U.S. Department of Justice report *Police Officer Body-Worn Cameras: Assessing the Evidence*, found at <https://www.ojpdiagnosticcenter.org/sites/default/files/spotlight/download/Police%20Officer%20Body-Worn%20Cameras.pdf>.

# BODY WORN CAMERAS: THE REAL COST MAY SHOCK YOU.

TODAY'S SMARTEST BODY CAMERA SYSTEMS ARE CAPABLE OF:



BodyWorn by Utility	SMART	SMART	SMART	SMART	SMART	SMART	SMART	SMART
Typical Clip-On Camera	X	X						

SMART

SMART: Let the technology do the work so you don't have to.

X

LIMITED: This product has limited functionality

## So how much do the cameras cost?

BodyWorn by Utility

**\$500**  
per device



Camera Only

Typical Clip-On Camera

**\$400**  
per device

**\$900/yr**  
per device



Device Software

**\$960/yr**  
per device



## ...but the costs don't stop there

BodyWorn by Utility

**\$500**  
per device



Additional Hardware

Typical Clip-On Camera

**\$750**  
per device

**\$0**



Device Training

**\$100**  
per device

**\$0**



Court Officer Licenses

**\$150/yr**  
per device

**\$0**



Video Storage

**VARIES**

**\$650/yr**  
per device



Video Administration

**\$3,020/yr**  
per device

## The costs add up:

5-Year Cost of Ownership

\$21,152



Typical Camera

\$8,746



BodyWorn

When considering the 5-year costs of a body-worn camera, Utility's BodyWorn can save **\$12,406** over a typical clip on camera. A savings of over **58%**. Make the SMART decision. Don't be shocked by your cameras.



May 27, 2016

City of Austin  
Contract Management Department  
ATTN: Contract Management Director  
Suite 205  
105 W. Riverside Drive  
Austin, Texas 78704  
Phone: 512-974-7141  
Fax: 512-974-7297

Re: Protest of Body-worn Camera Award  
Response to Solicitation: # RFP EAD0124

This document is our written protest of the award of Austin Solicitation #RFP EAD0124 to Taser International.

The protest is based upon information included in a recent press report and a review of the Austin RFP EAD0124 technical requirements. A full re-examination of the bid scoring is now justified in light of Austin PD asking for Austin City Council Approval to award **an additional \$5M contract** to provide iPhones to provide functionality missing in Taser body-worn cameras that is already included in the Utility BodyWorn camera solution. We also believe any comparison of video redaction capability was too simplistic to be useful for performing a meaningful evaluation of vendor solutions proposed for Austin Police.

The evaluation of bids for RFP EAD0124 should have included this new proposed iPhone contract as a part of the Taser International bid. Since the RFP EAD0124 bid evaluation did not include the additional \$5M iPhone contract, and no meaningful evaluation of video redaction capabilities was performed, the RFP EAD0124 bid evaluation and award to Taser International was fundamentally flawed and deficient.

#### **Adding missing BWC functionality in a separate \$5M contract**

A recent news story reports the Taser bid amount for this RFP was \$12.2 million. Now it is revealed that an additional \$5M contract for iPhones to be paired with Taser body-worn cameras has been proposed – after the RFP EAD0124 contract award was announced. Which means the new combined total bid for Taser's body-worn cameras plus iPhones is \$17.2 million. The Utility proposal **already included providing smart phones** as part our BodyWorn solution and was bid at \$9.6M. Taser's new total \$17.2M equivalent bid is 180% of the Utility bid amount.



The Taser + iPhone solution still does not include the Officer Safety capabilities of Officer Down Emergency Reporting and BOLO, Amber, and Silver alert real-time pushes to Police Officers that the Utility BodyWorn solution provides. Austin will spend \$7.6M more but still get less capability in terms of Officer Safety? How is that a prudent use Austin taxpayer dollars or justified to Austin Police Officers?

On any fair and disciplined RFP analysis basis, this new de facto Taser total contract price of \$17.2 million for the scope of work included in RFP EAD0124 compared to the Utility bid of \$9.6M could easily result in Utility winning the Austin award on a best value basis for Austin Taxpayers. This does not include any value attributed to capabilities that increase the safety of Austin Police Officers, which in all good conscience should not be ignored.

### **Video Redaction Quality Evaluation was not performed**

We also challenge that Taser can provide the video redaction capability that our Smart Redaction provides. We challenge any notion that a simplistic smearing of an entire video qualifies as a redaction method that will be acceptable to FOIA requesters, the Press, Prosecutors, Defense Attorneys, and the Courts. Austin will then be forced to manually redact videos of only faces and skin at a substantial labor effort, with a long elapsed production time. So therefore Austin will face significant additional costs to redact video compared to the Utility Smart Redaction solution. The true cost differential between Taser and Utility video redaction on a 5 year Total Cost of Ownership basis could be millions of dollars per year, and should be included in the overall cost evaluation of vendor bids.

We are not aware of any public information about how Austin evaluated mandatory Technical Requirement 1.8. However, we challenge any analysis that judges simplistic full screen smearing as equivalent to our Smart Redaction. Manual video redaction annual cost could well exceed the cost of the body-worn camera system. The quality, cost, and production time of redacting video will be critical for protecting Austin Citizen and Police Officer Privacy, while also providing Police Accountability and Transparency.

Austin should conduct a fair and equitable side-by-side redaction of three example complex videos with at least 20 people in each video that are at least 15 minutes long. This video redaction challenge should evaluate each redaction solution on the quality of redaction, completeness, ease of use, video administrator elapsed time to perform and review the redacted video, the video redaction execution run time, and overall cost.

### **Two Devices are less reliable than one device**

As a general comment not addressed by RFP EAD0124 Technical Requirements, any solution that depends upon two devices – for example pairing an iPhone with a body-worn camera -- will inherently be less reliable than a single device. Two devices have to be configured, tracked, successfully paired via a Bluetooth connection, and two batteries have to be kept charged. This of course means the Police Officer has two devices to keep up with, to start up,

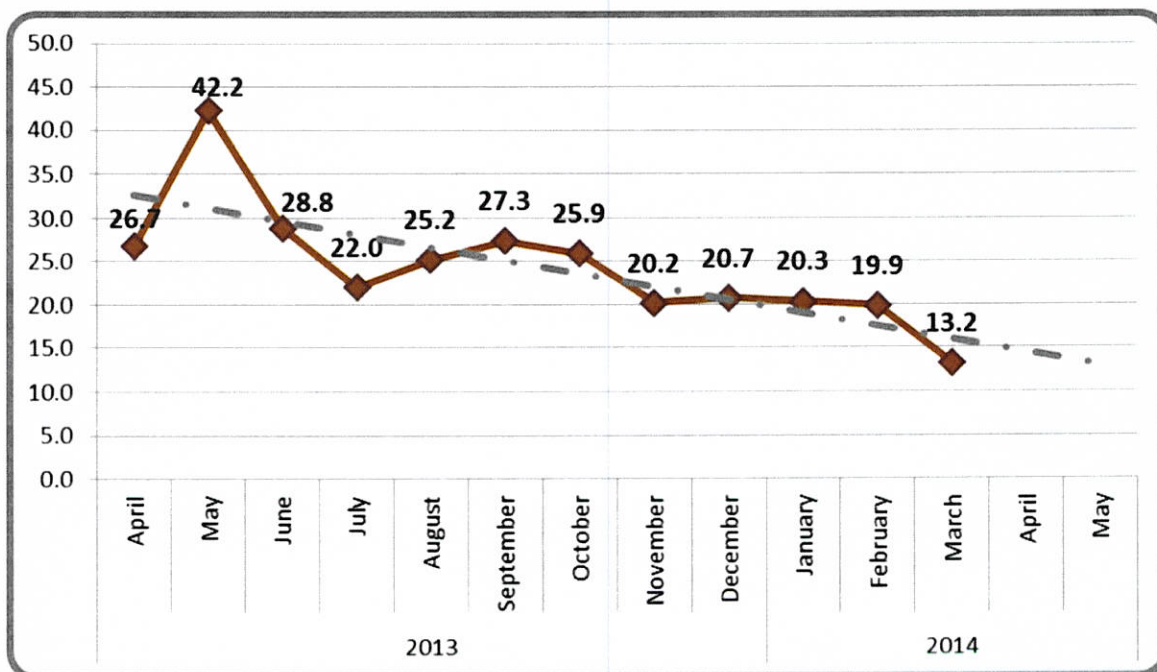
and to verify periodically are still working and paired together via BlueTooth, in addition to the other 10 – 25 pounds of gear and accessories they are already carrying and tasks they are performing. Important functionality is lost when one device's battery is dead, or the BlueTooth connection between devices fails for any reason. It is common sense that one device that provides all functionality is going to be more reliable than two devices. Two devices are inherently going to be more distracting, which is a Police Officer safety issue.

This issue of keeping up with two devices could not have been evaluated by the RFP EAD0124 bid evaluation team, because apparently two devices were not proposed by Taser International in the scope of their bid. If the Taser bid had included a supplemental iPhone in the scope and cost of their bid, there would be no need for Austin PD to now propose an additional \$5M iPhone contract to the Austin City Council. It may be that Austin PD always intended to propose a supplemental \$5M contract for iPhones to the Austin City Council only after the EAD0124 contract was awarded to Taser International. If that was the plan all along, then the EAD0124 RFP was flawed and misleading, and inherently deceitful to other vendors such as Utility who responded on a good faith basis to RFP EAD0124 as it was published.

### **Manual Recording Failure to Record BWC Video - DoJ Bureau of Justice Phoenix Smart Policing Report – September 2015**

The DoJ Bureau of Justice Assistance September 2015 Phoenix Smart Policing report showed that manually-operated body-worn cameras were rarely turned on according to Phoenix PD video recording policy.

**Figure 1. Proportion of Incidents with Video**



Note: The gray line represents the trend line.



This chart shows the results of analysis of Phoenix PD Computer-Aided Dispatching data of when body-worn camera video ***should have been recorded*** according to Phoenix PD video recording policy compared to how often body-worn camera video was ***actually recorded***. By the end of the study, video was only recorded 13.2% of the times video should have been recorded. Police Accountability and Transparency are significantly damaged when video is recorded less than 20% of the time policy says video should have been recorded.

If the Taser camera proposal did not include automatic video recording triggering capability, then Austin is likely to have the same failure to record video experience as Phoenix. Video will rarely be recorded when recording is up to officer discretion, and the body-worn camera requires video recording to be started manually.

### **RAND Report – Manually Operated cameras with Officer recording discretion increases assaults on Police Officers and Use of Force against Citizens**

RAND Corporation recently published a study from Europe that reports assaults against Police officers rose 15%, and Use-of-Force against Citizens increased by 71% if officers have personal discretion about when to turn body-camera recording on and off. The RAND report is attached.

Certainly Austin does not want to see an increase in either assaults on Police Officers or an increase in Use-of-Force against Citizens. Therefore the ability of various body-worn camera solutions to support Policy-Based Recording and automatic recording triggers should be carefully evaluated and scored.

### **DoJ Smart Policing and RAND reports – Value of Policy-Based Recording**

Both the DoJ Smart Policing and the RAND reports show issues that result when a body-worn camera is manually-operated at Police Officer discretion rather than being based upon Policy-Based Recording and automatic recording triggers to the maximum extent possible.

### **Challenges to Body-Worn Camera Technical Requirements**

The following is commentary on a number of RFP EAD0124 Technical Requirements made in light of this new \$5M iPhone contract addition to the Taser body-worn cameras, and our understanding of the capabilities that are available with Taser body-worn cameras, and supplemental capabilities provided by iPhones paired with Taser body-worn cameras.

**Technical Requirement 1.1 – The Vendor’s solution shall include everything needed to install and operate the video system, i.e. camera, mobile viewing device, client software, and any peripheral hardware - Mandatory**

Since Austin PD is now requesting a supplemental \$5M purchase of iPhones to be paired with Taser Camera Devices to view video, provide GPS metadata to the Taser Camera device, and to provide other functionality provided by the iPhone when paired with the Taser Camera device, then clearly the Taser proposed solution as described in their response to RFP EAD0124 does not include everything needed to operate the video system. The iPhone is peripheral hardware that will be used as the mobile viewing device, will provide GPS and other metadata, and provide other solution functionality, but is being provided outside the scope of the Taser EAD0124 contract award via a separate \$5M contract. Therefore, the Taser body-worn camera proposal fails Mandatory Technical Requirement 1.1.

**Technical Requirement 1.9 – Manage all hardware and software components through a single management console - Mandatory**

A solution that requires both a body-worn camera and an iPhone will not be able to manage all hardware and software components through a single management console. There are various ways to manage iPhones, but we challenge any claim that both Taser body-worn cameras and iPhone hardware and software components can be managed through a single management console. Therefore the Taser body-worn camera and iPhone combined solution fails Mandatory Technical Requirement 1.9.

**Technical Requirement 2.2 – The camera device shall identify the user wearing it in the metadata associated with recordings - Mandatory**

Our understanding is the Taser device is only associated with a User when connected through a management console to a configuration function included in Evidence.com. The camera itself has no way to know which Officer is wearing the camera. There is no screen or user input capability on the Taser device itself for an officer to check to see if the camera is assigned to him or her. There is no NFC chipset reader or other electronic means to associate a camera with an officer’s garment. Since there is no user interface on the Taser body-worn camera, there is no way for a Police Officer to log into the Taser body-worn camera to assign the camera to him or herself. A Police Officer grabbing a Taser device out of a docking station has no way to know whether the device in his or her possession has actually been assigned to them. There will inevitably be situations where Officer A is wearing a Taser device that is actually assigned and registered to Officer B.

Therefore any Officer metadata captured in the video file may not be the Officer who actually recorded the video. There will be times when video metadata will indicate the video was recorded by Officer A, when in fact the video was recorded by Officer B. Therefore the Taser system fails Mandatory Technical Requirement 2.2.



**Technical Requirement 2.5 – the system shall not allow users to edit or delete recordings on the body-worn camera – Mandatory.**

If an iPhone is paired with a Taser device to view video, it may also be possible for users to edit or delete video using their iPhone device. Since the RFP EAD0124 bid evaluation apparently did not include iPhone devices being provided with access to view and possibly edit or delete video files, this legal evidence chain of custody security risk was never evaluated. It is also not clear if video files viewed through an iPhone in the field are included in Chain of Custody audit control logs. It is unknown if iPhone access to video in the field provides video access Chain of Custody records to Evidence.com. It may be that iPhones can edit or delete video files before they are uploaded to Evidence.com with no audit trail record included in Chain of Custody reporting. If so, then Taser fails Mandatory Technical Requirement 2.5. This Taser body camera and iPhone integration / pairing functionality may not have been tested by Austin, because apparently iPhones paired to Taser cameras was not included in the Taser RFP response.

This award protest does recognize that it is possible that the functionality of iPhones paired to Taser cameras was included in the Taser RFP response, and was tested by Austin PD, but then the \$5M cost for the iPhones was not included in the \$12.2M Taser bid.

**Technical Requirement 2.19 – Device memory shall be secured in the device, even if it is removable – Mandatory**

If a supplemental iPhone device can view video stored on the Taser camera, then the video files on the Taser camera must not be encrypted or otherwise secured. If the video on the Taser device was secured, it would not be viewable by an iPhone application unless the iPhone was able to decrypt and play the video. So either the video files are not encrypted on the Taser camera, or else the iPhone application is able to decrypt and then play the video. If the video can be played on the iPhone, it can also then be stored on the iPhone in an unencrypted state. This means the video is not secured on the Taser camera, and therefore the Taser camera device fails Mandatory Technical Requirement 2.19 as well as Mandatory Technical Requirement 2.5.

Depending upon how video is played and secured on a supplemental iPhone device, it may be possible for someone to use a separate video recording device (such as a personal cell phone) to record a video of the video being played on the iPhone device paired with the Taser body-worn camera. This video might then be posted to YouTube, TMZ, or other social media sights from the personal recording device. Therefore, playback of video on a supplemental iPhone device could also represent a video security breach method where video would not be secured on the Taser camera device. Therefore the Taser camera device paired with an iPhone device would fail Mandatory Technical Requirement 2.19.

If video is encrypted on the Taser camera device, the method of encryption becomes relevant. Anything less than AES-256 encryption is potentially subject to being decrypted and exposed

if someone obtains physical possession of the Taser camera, cracks open the case, and removes the storage media. Simply removing a file entry in a file control table does not secure the file. Any hacker with modest programming skills could find video files on the Taser camera device, copy the file to a new media, and then play the video.

**Technical Requirement 2.26 – The system shall include an in-vehicle charger for the camera - Mandatory**

Our understanding is the Taser camera device has a proprietary connector that is used to recharge the Taser battery and also upload video when the Taser camera device is placed in a proprietary Taser central office docking station. If there is an in-vehicle charger connection for the Taser camera device, this connector may also provide a pathway to obtain access to video before the video is uploaded and secured at Evidence.com. If so, this in-vehicle charger device may cause the Taser Camera Device to fail Mandatory Technical Requirement 2.19.

This Mandatory requirement also raises a question about why camera run time minimum hours are specified to be a full shift if the Taser Camera device can be charged in a vehicle during a shift. Does this mean a Taser device may not be able to meet the published run times? Why would a vehicle charger for the camera be a Mandatory requirement?

**Technical Requirement 3.10 - It shall be possible to classify recordings and classification shall be able to set retention – Mandatory**

Since a Taser camera device does not have a display screen or input capability, it is not possible to classify recordings on the device. Either a supplemental iPhone must be used to classify video, or else video cannot be classified until hours or days later after video has been uploaded. Hours or days of delay before video is classified necessarily means classification errors will increase. Memories about event specifics typically decreases as time passes. Classification errors directly lead to errors in retaining video. Classification accuracy will increase if Officers can classify videos immediately on the scene after an Incident has concluded. Video should be classified immediately even if Policy restricts Officers from reviewing video before they prepare an Incident Report. In any case, it is clear that video cannot be classified on the Taser camera device immediately on the scene at the conclusion of the Incident. So therefore the Taser camera device fails Mandatory Technical Requirement 3.10.

- - - - -

This analysis did not include an evaluation of the many "Desired" Requirements. However, since the Taser camera device appears to have failed a number of the EAD0124 Mandatory requirements, it is possible there are additional failures by the Taser camera device to meet one or more Desired requirements.



For the cost, officer safety, and mandatory requirement failure reasons listed above, Austin should conduct a full re-examination of all bids. It is known that a significant portion of Taser camera solution advertised functionality depends upon a pairing an iPhone or Android device with the Taser camera device. The purchase of iPhones for an additional cost of \$5M has now been proposed after the EAD0124 contract award. The \$5M cost of the supplemental iPhone purchase has to be added to the Taser bid amount so that proposals are evaluated on a fair and consistent basis. Furthermore an objective and disciplined test of video redaction should be performed, so that each vendor proves their capabilities, and Austin does not blindly accept capability claims that Austin has never verified.

It may be that adding \$5M to the Taser bid price immediately moves the Taser score down and the Utility score from second to first. Since Utility is already the second-ranked vendor, we stand ready and able to proceed with implementation upon receipt of a contract Award.

This contract Award protest is being made on a good faith basis that there are serious issues and flaws in the contract Award to Taser International. This protest addresses key points that should be considered carefully so that Austin obtains the most capable and best value solution for Austin Police Officers and Citizens to protect Police Officer and Citizen safety, reduce assaults on Police Officers, reduce Use-of-Force on Citizens, protect the Privacy for Austin Police officers and Citizens, and provide Police Transparency and Accountability to build and maintain Community Trust.

Also attached to this document is a Body-Worn Camera 5 Year Total Cost of Ownership analysis that Austin should find useful to consider. These cost factors can be tailored to the Austin specific factors, and used as a checklist to ensure that all costs over 5 years are considered. The 5 year Total Cost of Ownership of body-worn cameras is far more than just the initial purchase cost of the camera hardware.

Please acknowledge your receipt of this EAD0124 Contract Award Protest that is being filed on a timely basis.

Sincerely,



Robert S. McKeeman  
Chief Executive Officer  
[rsm@utility.com](mailto:rsm@utility.com)  
404-816-0300

cc: Steven Schaetzel, Esq.  
Meunier, Carlin & Curfman, LLC



# City of Austin

## Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

June 8, 2016

Delivered by Email: [rsm@utility.com](mailto:rsm@utility.com)  
and U. S. Postal Service

Utility Associates, Inc.  
Robert S. McKeeman, Chief Executive Officer  
250 East Ponce de Leon Avenue  
Decatur, GA 30030

Subject: Protest Decision – RFP EAD0124 – Body Worn Cameras for Austin Police Department

Dear Mr. McKeeman:

The City of Austin Purchasing Office has reviewed your protest dated May 27, 2016. Based on the reasons set forth below, the City finds the Protest contains no factual grounds to substantiate the claims raised. The grounds for your protest are insufficient to proceed and your protest is denied.

### Background

- On December 7, 2015 the City of Austin's Purchasing Office (Purchasing) published solicitation RFP EAD0124, for Body Worn Cameras for the Austin Police Department.
- On January 15, 2016, Purchasing received and opened proposals in response to the solicitation, one of which was from Utility Associates, Inc.
- On March 8, 2016 Purchasing notified all offerors that Taser International (Taser) was the apparent successful offeror and that Taser's proposed solution would be subject to testing to confirm compliance with the Solicitation's requirements.
- On April 11, 2016 Purchasing notified offerors that Taser was the apparent successful offeror and that Taser's proposed solution would be subject to testing to confirm compliance with the Solicitation's requirements.
- On May 13, 2016 the agenda for the May 19, 2016 City Council meeting was released. Included in this agenda was item no. 30 to authorize a contract with Taser for the purchase of body cameras and associated products and services, and item no. 31 to authorize the purchase of mobile phone services from AT&T available through the State of Texas's Department of Information Resources.
- On May 19, 2016 City Council meeting, Purchasing and Austin Police Department representatives responded to questions on items no. 30 and 31 from the Mayor and various council members. To allow more time to respond to questions from the Council Members, items no. 30 and 31 were continued to the June 9, 2016 City Council meeting.
- On May 22, 2016, Utility Associates, Inc. (Utility) submitted a notice of their intent to protest, based on information included in a May 19, 2016 press report.

- On May 27, 2016 Purchasing received a timely protest from Utility.

The following is a listing of each claim set forth in the protest, along with a corresponding response from the City.

#### **Utility Associates, Inc. Claim – 1**

Utility claimed, “A recent news story reports the Taser bid amount for this RFP was \$12.2 million. Now it is revealed that an additional \$5M contract for iPhones to be paired with Taser body-worn cameras has been proposed -after the RFP EAD0124 contract award was announced. Which means the new combined total bid for Taser's body-worn cameras plus iPhones is \$17.2 million.”

#### **City's Response – 1**

Item no. 30 to authorize a contract with Taser for the purchase of body-worn cameras for an amount not to exceed \$12,201,226. Item no. 31 was to authorize a contract with AT&T for mobile phone services for an amount not to exceed \$5,029,200. While these items are related to the extent that the body cameras are compatible with the mobile phones, the specific mobile phones under item no. 31 are unrelated to Taser's proposal. Solicitation RFP EAD0124 did not include a requirement for mobile phones or services. The purchase from AT&T is a separate contract which could be used to enhance the functionality of the body cameras, along with multiple other applications which will be used by Austin Police Department. The contract with AT&T is not necessary to meet the requirements laid out in the solicitation.

#### **Utility Associates, Inc. Claim – 2**

Utility claimed, “We are not aware of any public information about how Austin evaluated mandatory Technical Requirement 1.8. However, we challenge any analysis that judges simplistic full screen smearing as equivalent to our Smart Redaction. Manual video redaction annual cost could well exceed the cost of the body-worn camera system. The quality, cost, and production time of redacting video will be critical for protecting Austin Citizen and Police Officer Privacy, while also providing Police Accountability and Transparency.”

#### **City's Response – 2**

Offerors were evaluated and scored based on how they responded to each of the 72 mandatory and desired requirements. Requirement 1.8 stated:

“1.8 System shall be capable of redacting video for external viewing or public release. Please describe how your system would accomplish this capability and include any required third-party software.”

The response from Taser was determined to have met this requirement. During the pilot, Taser's equipment and solution were further tested for compliance with this requirement and it was determined to be satisfactory as well.

#### **Utility Associates, Inc. Claim – 3**

Utility claimed, “As a general comment not addressed by RFP EAD0124 Technical Requirements, any solution that depends upon two devices - for example pairing an iPhone with a body-worn camera - will inherently be less reliable than a single device. Two devices have to be configured, tracked, successfully paired via a Blue Tooth connection, and two batteries have to be kept charged. This of course means the Police Officer has two devices to keep up with, to start up, and to verify periodically are still working and paired together via Blue Tooth, in addition to the other 10-25 pounds of gear and accessories they are already carrying and tasks they are performing. Important functionality is lost when one device's battery is dead, or the Blue Tooth connection between devices fails for any reason. It is common sense that one device that provides all functionality is going to be more reliable than two devices. Two devices are inherently going to be more distracting, which is a Police Officer safety issue. This issue of keeping up with two devices could not have been evaluated by the RFP EAD0124 bid evaluation team, because apparently two devices were not proposed by Taser International in the scope of their bid. If the Taser bid had included a supplemental iPhone in the scope and cost of their bid, there would be no need for Austin PD to now propose an additional \$5M iPhone contract to the Austin City Council. It may be that Austin PD always intended to propose a supplemental \$5M contract for iPhones to the Austin City Council only after the EAD0124 contract was awarded to Taser International. If that was the plan all along, then the EAD0124 RFP was flawed and misleading, and inherently deceitful to other vendors such as Utility who responded on a good faith basis to RFP EAD0124 as it was published.”

### **City's Response – 3**

As mentioned earlier, Taser's proposal did not include mobile phones and was determined to be fully compliant with the Solicitation's mandatory requirements. When conducting the pilot, Austin Police Department officers who were field-testing the body-worn cameras discovered the enhanced features of the mobile phones. Recognizing the additional value of streamlining the process, Austin Police Department made the strategic decision to contract for cell phones. This decision was based on many factors, including the enhancements to the body worn cameras and the use of other applications including Google Translate or iTranslate, Google Maps, Email, Calendars, Text Messaging, Digital Camera, OmniLink (monitor GPS ankle monitors for high risk offenders), Mobile PD (Austin Police Department Mobile App), and Inform CAD (Mobile Access to CAD).

### **Utility Associates, Inc. Claim – 4**

Utility claimed, “Since Austin PD is now requesting a supplemental \$5M purchase of iPhones to be paired with Taser Camera Devices to view video, provide GPS metadata to the Taser Camera device, and to provide other functionality provided by the iPhone when paired with the Taser Camera device, then clearly the Taser proposed solution as described in their response to RFP EAD01 24 does not include everything needed to operate the video system. The iPhone is peripheral hardware that will be used as the mobile viewing device, will provide GPS and other metadata, and provide other solution functionality, but is being provided outside the scope of the Taser EAD01 24 contract award via a separate \$5M contract. Therefore, the Taser body-worn camera proposal fails Mandatory Technical Requirement 1 1.”

### **City's Response – 4**

Solicitation RFP EAD0124 did not include a requirement for a mobile phones or service. The proposal response from Taser was evaluated based on the specific requirements included in the solicitation. The evaluation committee for this Solicitation found Taser's proposal complied with all mandatory requirements and rated it highest overall. Taser's proposal, as-is and without the use of mobile phones,



was fully compliant during the evaluation period and determined to be the best overall proposal received.

#### **Utility Associates, Inc. Claim – 5**

Utility claimed, “A solution that requires both a body-worn camera and an iPhone will not be able to manage all hardware and software components through a single management console. There are various ways to manage iPhones, but we challenge any claim that both Taser body-worn cameras and iPhone hardware and software components can be managed through a single management console. Therefore the Taser body-worn camera and iPhone combined solution fails Mandatory Technical Requirement 1.9.”

#### **City’s Response – 5**

Taser’s proposal did not require the use of mobile phones. See City’s Response – 4.

#### **Utility Associates, Inc. Claim – 6**

Utility claimed, “Our understanding is the Taser device is only associated with a User when connected through a management console to a configuration function included in Evidence.com. The camera itself has no way to know which Officer is wearing the camera. There is no screen or user input capability on the Taser device itself for an officer to check to see if the camera is assigned to him or her. There is no NFC chipset reader or other electronic means to associate a camera with an officer's garment. Since there is no user interface on the Taser body-worn camera, there is no way for a Police Officer to log into the Taser body-worn camera to assign the camera to him or herself. A Police Officer grabbing a Taser device out of a docking station has no way to know whether the device in his or her possession has actually been assigned to them. There will inevitably be situations where Officer A is wearing a Taser device that is actually assigned and registered to Officer B. Therefore any Officer metadata captured in the video file may not be the Officer who actually recorded the video. There will be times when video meta data will indicate the video was recorded by Officer A, when in fact the video was recorded by Officer B. Therefore the Taser system fails Mandatory Technical Requirement 2.2.”

#### **City’s Response – 6**

Taser’s proposal did not require the use of mobile phones. See City’s Response – 4.

#### **Utility Associates, Inc. Claim – 7**

Utility claimed, “If an iPhone is paired with a Taser device to view video, it may also be possible for users to edit or delete video using their iPhone device. Since the RFP EAD0124 bid evaluation apparently did not include iPhone devices being provided with access to view and possibly edit or delete video files, this legal evidence chain of custody security risk was never evaluated. It is also not clear if video files viewed through an iPhone in the field are included in Chain of Custody audit control logs. It is unknown if iPhone access to video in the field provides video access Chain of Custody records to Evidence.com. It may be that iPhones can edit or delete video files before they are uploaded to Evidence.com with no audit trail record included in Chain of Custody reporting. If so, then Taser fails Mandatory Technical Requirement 2.5. This Taser body camera and iPhone integration. Pairing functionality may not have been tested by Austin, because apparently iPhones paired to Taser cameras was not included in the Taser RFP response. This award protest does recognize that it is possible that the functionality of iPhones paired to Taser cameras was included in the Taser RFP response,

and was tested by Austin PD, but then the \$5M cost for the iPhones was not included in the \$12.2M Taser bid.”

#### **City’s Response – 7**

Taser’s proposal did not require the use of mobile phones. See City’s Response – 4.

#### **Utility Associates, Inc. Claim – 8**

Utility claimed, “If a supplemental iPhone device can view video stored on the Taser camera, then the video files on the Taser camera must not be encrypted or otherwise secured. If the video on the Taser device was secured, it would not be viewable by an iPhone application unless the iPhone was able to decrypt and play the video. So either the video files are not encrypted on the Taser camera, or else the iPhone application is able to decrypt and then play the video. If the video can be played on the iPhone, it can also then be stored on the iPhone in an unencrypted state. This means the video is not secured on the Taser camera, and therefore the Taser camera device fails Mandatory Technical Requirement 2.19 as well as Mandatory Technical Requirement 2.5. Depending upon how video is played and secured on a supplemental iPhone device, it may be possible for someone to use a separate video recording device (such as a personal cell phone) to record a video of the video being played on the iPhone device paired with the Taser body-worn camera. This video might then be posted to YouTube, TMZ, or other social media sights from the personal recording device. Therefore, playback of video on a supplemental iPhone device could also represent a video security breach method where video would not be secured on the Taser camera device. Therefore the Taser camera device paired with an iPhone device would fail Mandatory Technical Requirement 2.19. If video is encrypted on the Taser camera device, the method of encryption becomes relevant. Anything less than AES-256 encryption is potentially subject to being decrypted and exposed if someone obtains physical possession of the Taser camera, cracks open the case, and removes the storage media. Simply removing a file entry in a file control table does not secure the file. Any hacker with modest programming skills could find video files on the Taser camera device, copy the file to a new media, and then play the video.”

#### **City’s Response – 8**

Technical Requirement 2.19 states that the device memory shall not be removable, i.e. if there is a memory card it cannot be removed from the device. Taser’s response to Technical Requirement 2.19 was evaluated and found to be compliant. Compliance with this requirement was also tested and confirmed during the pilot.

#### **Utility Associates, Inc. Claim – 9**

Utility claimed, “Our understanding is the Taser camera device has a proprietary connector that is used to recharge the Taser battery and also upload video when the Taser camera device is placed in a proprietary Taser central office docking station. If there is an in-vehicle charger connection for the Taser camera device, this connector may also provide a pathway to obtain access to video before the video is uploaded and secured at Evidence.com. If so, this in-vehicle charger device may cause the Taser Camera Device to fail Mandatory Technical Requirement 2.19. This Mandatory requirement also raises a question about why camera run time minimum hours are specified to be a full shift if the Taser Camera device can be charged in a vehicle during a shift. Does this mean a Taser device may not be able to meet the published run times? Why would a vehicle charger for the camera be a Mandatory requirement?”

### **City's Response – 9**

Taser's responses to Technical Requirements 2.19 and 2.26 were evaluated and both found to be compliant. Their equipment's compliance with this requirement was also tested and confirmed during the pilot.

### **Utility Associates, Inc. Claim – 10**

Utility claimed, "Since a Taser camera device does not have a display screen or input capability, it is not possible to classify recordings on the device. Either a supplemental iPhone must be used to classify video, or else video cannot be classified until hours or days later after video has been uploaded. Hours or days of delay before video is classified necessarily means classification errors will increase. Memories about event specifics typically decreases as time passes. Classification errors directly lead to errors in retaining video. Classification accuracy will increase if Officers can classify videos immediately on the scene after an Incident has concluded. Video should be classified immediately even if Policy restricts Officers from reviewing video before they prepare an Incident Report. In any case, it is clear that video cannot be classified on the Taser camera device immediately on the scene at the conclusion of the Incident. So therefore the Taser camera device fails Mandatory Technical Requirement 3.10."

### **City's Response – 10**

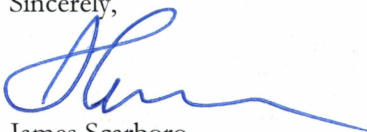
Technical requirement 3.10 does not require that the video be classified immediately, but that it is possible to classify recordings, and classification shall be able to set retention. Taser's response to Technical Requirement 3.10 was evaluated and found to be compliant. Their equipment's compliance with this requirement was also tested and confirmed during the pilot.

### **Determination**

The City has reviewed your protests and each of the claims set forth therein and finds there to be no legal or factual grounds to sustain any of the protest's claims. For these reasons, the protest is denied. This decision is final.

If you have any questions in this regard, please contact me by phone at 512-974-2050 or by e-mail at [james.scarboro@austintexas.gov](mailto:james.scarboro@austintexas.gov). Thank you for your interest in doing business with the City of Austin.

Sincerely,



James Scarboro  
Purchasing Officer  
Financial Services Department

Attachments:

Protest of Body-worn Camera Award, Response to Solicitation: # RFP EAD0124, May 27, 2016

Protest Decision  
RFP EAD0124 – Body Worn Cameras for Austin Police Department  
June 8, 2016  
Page 7

Notice of Intent to Protest Award, Response to Solicitation: # RFP EAD0124, May 22, 2016

cc: Robin Harris, Assistant City Attorney  
Erin D'Vincent, Senior Buyer Specialist  
Shawn Willett, Deputy Purchasing Officer



May 27, 2016

City of Austin  
Contract Management Department  
ATTN: Contract Management Director  
Suite 205  
105 W. Riverside Drive  
Austin, Texas 78704  
Phone: 512-974-7141  
Fax: 512-974-7297

Re: Protest of Body-worn Camera Award  
Response to Solicitation: # RFP EAD0124

This document is our written protest of the award of Austin Solicitation #RFP EAD0124 to Taser International.

The protest is based upon information included in a recent press report and a review of the Austin RFP EAD0124 technical requirements. A full re-examination of the bid scoring is now justified in light of Austin PD asking for Austin City Council Approval to award **an additional \$5M contract** to provide iPhones to provide functionality missing in Taser body-worn cameras that is already included in the Utility BodyWorn camera solution. We also believe any comparison of video redaction capability was too simplistic to be useful for performing a meaningful evaluation of vendor solutions proposed for Austin Police.

The evaluation of bids for RFP EAD0124 should have included this new proposed iPhone contract as a part of the Taser International bid. Since the RFP EAD0124 bid evaluation did not include the additional \$5M iPhone contract, and no meaningful evaluation of video redaction capabilities was performed, the RFP EAD0124 bid evaluation and award to Taser International was fundamentally flawed and deficient.

#### **Adding missing BWC functionality in a separate \$5M contract**

A recent news story reports the Taser bid amount for this RFP was \$12.2 million. Now it is revealed that an additional \$5M contract for iPhones to be paired with Taser body-worn cameras has been proposed – after the RFP EAD0124 contract award was announced. Which means the new combined total bid for Taser's body-worn cameras plus iPhones is \$17.2 million. The Utility proposal **already included providing smart phones** as part our BodyWorn solution and was bid at \$9.6M. Taser's new total \$17.2M equivalent bid is 180% of the Utility bid amount.



The Taser + iPhone solution still does not include the Officer Safety capabilities of Officer Down Emergency Reporting and BOLO, Amber, and Silver alert real-time pushes to Police Officers that the Utility BodyWorn solution provides. Austin will spend \$7.6M more but still get less capability in terms of Officer Safety? How is that a prudent use Austin taxpayer dollars or justified to Austin Police Officers?

On any fair and disciplined RFP analysis basis, this new de facto Taser total contract price of \$17.2 million for the scope of work included in RFP EAD0124 compared to the Utility bid of \$9.6M could easily result in Utility winning the Austin award on a best value basis for Austin Taxpayers. This does not include any value attributed to capabilities that increase the safety of Austin Police Officers, which in all good conscience should not be ignored.

### **Video Redaction Quality Evaluation was not performed**

We also challenge that Taser can provide the video redaction capability that our Smart Redaction provides. We challenge any notion that a simplistic smearing of an entire video qualifies as a redaction method that will be acceptable to FOIA requesters, the Press, Prosecutors, Defense Attorneys, and the Courts. Austin will then be forced to manually redact videos of only faces and skin at a substantial labor effort, with a long elapsed production time. So therefore Austin will face significant additional costs to redact video compared to the Utility Smart Redaction solution. The true cost differential between Taser and Utility video redaction on a 5 year Total Cost of Ownership basis could be millions of dollars per year, and should be included in the overall cost evaluation of vendor bids.

We are not aware of any public information about how Austin evaluated mandatory Technical Requirement 1.8. However, we challenge any analysis that judges simplistic full screen smearing as equivalent to our Smart Redaction. Manual video redaction annual cost could well exceed the cost of the body-worn camera system. The quality, cost, and production time of redacting video will be critical for protecting Austin Citizen and Police Officer Privacy, while also providing Police Accountability and Transparency.

Austin should conduct a fair and equitable side-by-side redaction of three example complex videos with at least 20 people in each video that are at least 15 minutes long. This video redaction challenge should evaluate each redaction solution on the quality of redaction, completeness, ease of use, video administrator elapsed time to perform and review the redacted video, the video redaction execution run time, and overall cost.

### **Two Devices are less reliable than one device**

As a general comment not addressed by RFP EAD0124 Technical Requirements, any solution that depends upon two devices – for example pairing an iPhone with a body-worn camera -- will inherently be less reliable than a single device. Two devices have to be configured, tracked, successfully paired via a Bluetooth connection, and two batteries have to be kept charged. This of course means the Police Officer has two devices to keep up with, to start up,



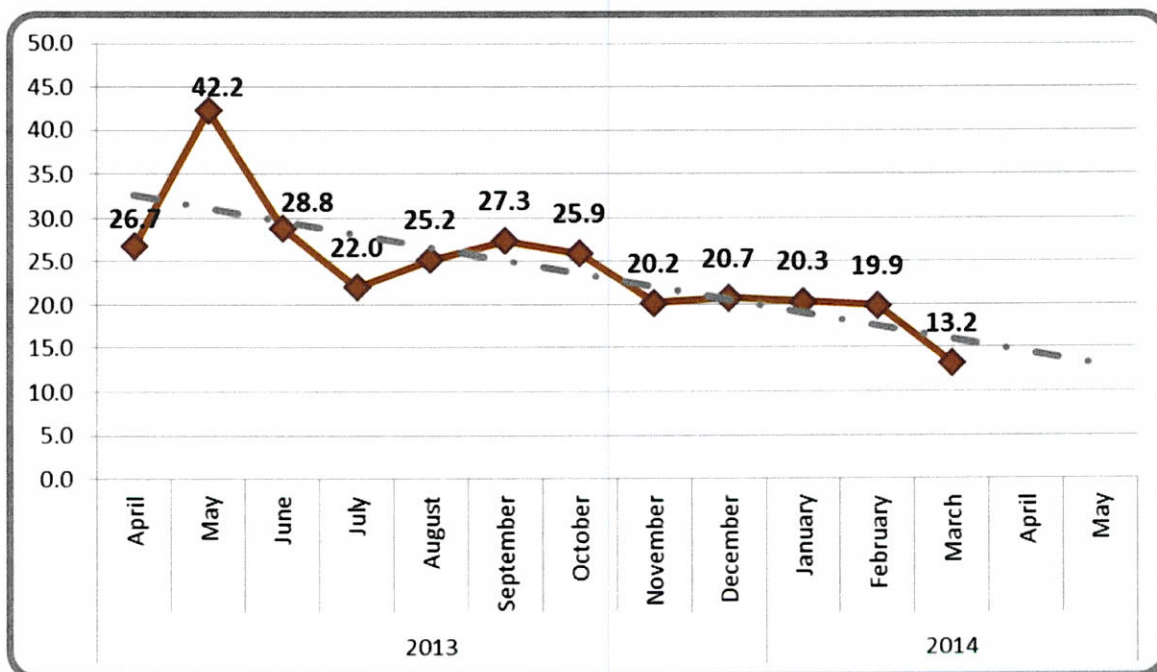
and to verify periodically are still working and paired together via BlueTooth, in addition to the other 10 – 25 pounds of gear and accessories they are already carrying and tasks they are performing. Important functionality is lost when one device's battery is dead, or the BlueTooth connection between devices fails for any reason. It is common sense that one device that provides all functionality is going to be more reliable than two devices. Two devices are inherently going to be more distracting, which is a Police Officer safety issue.

This issue of keeping up with two devices could not have been evaluated by the RFP EAD0124 bid evaluation team, because apparently two devices were not proposed by Taser International in the scope of their bid. If the Taser bid had included a supplemental iPhone in the scope and cost of their bid, there would be no need for Austin PD to now propose an additional \$5M iPhone contract to the Austin City Council. It may be that Austin PD always intended to propose a supplemental \$5M contract for iPhones to the Austin City Council only after the EAD0124 contract was awarded to Taser International. If that was the plan all along, then the EAD0124 RFP was flawed and misleading, and inherently deceitful to other vendors such as Utility who responded on a good faith basis to RFP EAD0124 as it was published.

### **Manual Recording Failure to Record BWC Video - DoJ Bureau of Justice Phoenix Smart Policing Report – September 2015**

The DoJ Bureau of Justice Assistance September 2015 Phoenix Smart Policing report showed that manually-operated body-worn cameras were rarely turned on according to Phoenix PD video recording policy.

**Figure 1. Proportion of Incidents with Video**



Note: The gray line represents the trend line.

This chart shows the results of analysis of Phoenix PD Computer-Aided Dispatching data of when body-worn camera video ***should have been recorded*** according to Phoenix PD video recording policy compared to how often body-worn camera video was ***actually recorded***. By the end of the study, video was only recorded 13.2% of the times video should have been recorded. Police Accountability and Transparency are significantly damaged when video is recorded less than 20% of the time policy says video should have been recorded.

If the Taser camera proposal did not include automatic video recording triggering capability, then Austin is likely to have the same failure to record video experience as Phoenix. Video will rarely be recorded when recording is up to officer discretion, and the body-worn camera requires video recording to be started manually.

### **RAND Report – Manually Operated cameras with Officer recording discretion increases assaults on Police Officers and Use of Force against Citizens**

RAND Corporation recently published a study from Europe that reports assaults against Police officers rose 15%, and Use-of-Force against Citizens increased by 71% if officers have personal discretion about when to turn body-camera recording on and off. The RAND report is attached.

Certainly Austin does not want to see an increase in either assaults on Police Officers or an increase in Use-of-Force against Citizens. Therefore the ability of various body-worn camera solutions to support Policy-Based Recording and automatic recording triggers should be carefully evaluated and scored.

### **DoJ Smart Policing and RAND reports – Value of Policy-Based Recording**

Both the DoJ Smart Policing and the RAND reports show issues that result when a body-worn camera is manually-operated at Police Officer discretion rather than being based upon Policy-Based Recording and automatic recording triggers to the maximum extent possible.

### **Challenges to Body-Worn Camera Technical Requirements**

The following is commentary on a number of RFP EAD0124 Technical Requirements made in light of this new \$5M iPhone contract addition to the Taser body-worn cameras, and our understanding of the capabilities that are available with Taser body-worn cameras, and supplemental capabilities provided by iPhones paired with Taser body-worn cameras.



**Technical Requirement 1.1 – The Vendor’s solution shall include everything needed to install and operate the video system, i.e. camera, mobile viewing device, client software, and any peripheral hardware - Mandatory**

Since Austin PD is now requesting a supplemental \$5M purchase of iPhones to be paired with Taser Camera Devices to view video, provide GPS metadata to the Taser Camera device, and to provide other functionality provided by the iPhone when paired with the Taser Camera device, then clearly the Taser proposed solution as described in their response to RFP EAD0124 does not include everything needed to operate the video system. The iPhone is peripheral hardware that will be used as the mobile viewing device, will provide GPS and other metadata, and provide other solution functionality, but is being provided outside the scope of the Taser EAD0124 contract award via a separate \$5M contract. Therefore, the Taser body-worn camera proposal fails Mandatory Technical Requirement 1.1.

**Technical Requirement 1.9 – Manage all hardware and software components through a single management console - Mandatory**

A solution that requires both a body-worn camera and an iPhone will not be able to manage all hardware and software components through a single management console. There are various ways to manage iPhones, but we challenge any claim that both Taser body-worn cameras and iPhone hardware and software components can be managed through a single management console. Therefore the Taser body-worn camera and iPhone combined solution fails Mandatory Technical Requirement 1.9.

**Technical Requirement 2.2 – The camera device shall identify the user wearing it in the metadata associated with recordings - Mandatory**

Our understanding is the Taser device is only associated with a User when connected through a management console to a configuration function included in Evidence.com. The camera itself has no way to know which Officer is wearing the camera. There is no screen or user input capability on the Taser device itself for an officer to check to see if the camera is assigned to him or her. There is no NFC chipset reader or other electronic means to associate a camera with an officer’s garment. Since there is no user interface on the Taser body-worn camera, there is no way for a Police Officer to log into the Taser body-worn camera to assign the camera to him or herself. A Police Officer grabbing a Taser device out of a docking station has no way to know whether the device in his or her possession has actually been assigned to them. There will inevitably be situations where Officer A is wearing a Taser device that is actually assigned and registered to Officer B.

Therefore any Officer metadata captured in the video file may not be the Officer who actually recorded the video. There will be times when video metadata will indicate the video was recorded by Officer A, when in fact the video was recorded by Officer B. Therefore the Taser system fails Mandatory Technical Requirement 2.2.

**Technical Requirement 2.5 – the system shall not allow users to edit or delete recordings on the body-worn camera – Mandatory.**

If an iPhone is paired with a Taser device to view video, it may also be possible for users to edit or delete video using their iPhone device. Since the RFP EAD0124 bid evaluation apparently did not include iPhone devices being provided with access to view and possibly edit or delete video files, this legal evidence chain of custody security risk was never evaluated. It is also not clear if video files viewed through an iPhone in the field are included in Chain of Custody audit control logs. It is unknown if iPhone access to video in the field provides video access Chain of Custody records to Evidence.com. It may be that iPhones can edit or delete video files before they are uploaded to Evidence.com with no audit trail record included in Chain of Custody reporting. If so, then Taser fails Mandatory Technical Requirement 2.5. This Taser body camera and iPhone integration / pairing functionality may not have been tested by Austin, because apparently iPhones paired to Taser cameras was not included in the Taser RFP response.

This award protest does recognize that it is possible that the functionality of iPhones paired to Taser cameras was included in the Taser RFP response, and was tested by Austin PD, but then the \$5M cost for the iPhones was not included in the \$12.2M Taser bid.

**Technical Requirement 2.19 – Device memory shall be secured in the device, even if it is removable – Mandatory**

If a supplemental iPhone device can view video stored on the Taser camera, then the video files on the Taser camera must not be encrypted or otherwise secured. If the video on the Taser device was secured, it would not be viewable by an iPhone application unless the iPhone was able to decrypt and play the video. So either the video files are not encrypted on the Taser camera, or else the iPhone application is able to decrypt and then play the video. If the video can be played on the iPhone, it can also then be stored on the iPhone in an unencrypted state. This means the video is not secured on the Taser camera, and therefore the Taser camera device fails Mandatory Technical Requirement 2.19 as well as Mandatory Technical Requirement 2.5.

Depending upon how video is played and secured on a supplemental iPhone device, it may be possible for someone to use a separate video recording device (such as a personal cell phone) to record a video of the video being played on the iPhone device paired with the Taser body-worn camera. This video might then be posted to YouTube, TMZ, or other social media sights from the personal recording device. Therefore, playback of video on a supplemental iPhone device could also represent a video security breach method where video would not be secured on the Taser camera device. Therefore the Taser camera device paired with an iPhone device would fail Mandatory Technical Requirement 2.19.

If video is encrypted on the Taser camera device, the method of encryption becomes relevant. Anything less than AES-256 encryption is potentially subject to being decrypted and exposed



if someone obtains physical possession of the Taser camera, cracks open the case, and removes the storage media. Simply removing a file entry in a file control table does not secure the file. Any hacker with modest programming skills could find video files on the Taser camera device, copy the file to a new media, and then play the video.

**Technical Requirement 2.26 – The system shall include an in-vehicle charger for the camera - Mandatory**

Our understanding is the Taser camera device has a proprietary connector that is used to recharge the Taser battery and also upload video when the Taser camera device is placed in a proprietary Taser central office docking station. If there is an in-vehicle charger connection for the Taser camera device, this connector may also provide a pathway to obtain access to video before the video is uploaded and secured at Evidence.com. If so, this in-vehicle charger device may cause the Taser Camera Device to fail Mandatory Technical Requirement 2.19.

This Mandatory requirement also raises a question about why camera run time minimum hours are specified to be a full shift if the Taser Camera device can be charged in a vehicle during a shift. Does this mean a Taser device may not be able to meet the published run times? Why would a vehicle charger for the camera be a Mandatory requirement?

**Technical Requirement 3.10 - It shall be possible to classify recordings and classification shall be able to set retention – Mandatory**

Since a Taser camera device does not have a display screen or input capability, it is not possible to classify recordings on the device. Either a supplemental iPhone must be used to classify video, or else video cannot be classified until hours or days later after video has been uploaded. Hours or days of delay before video is classified necessarily means classification errors will increase. Memories about event specifics typically decreases as time passes. Classification errors directly lead to errors in retaining video. Classification accuracy will increase if Officers can classify videos immediately on the scene after an Incident has concluded. Video should be classified immediately even if Policy restricts Officers from reviewing video before they prepare an Incident Report. In any case, it is clear that video cannot be classified on the Taser camera device immediately on the scene at the conclusion of the Incident. So therefore the Taser camera device fails Mandatory Technical Requirement 3.10.

- - - - -

This analysis did not include an evaluation of the many "Desired" Requirements. However, since the Taser camera device appears to have failed a number of the EAD0124 Mandatory requirements, it is possible there are additional failures by the Taser camera device to meet one or more Desired requirements.

For the cost, officer safety, and mandatory requirement failure reasons listed above, Austin should conduct a full re-examination of all bids. It is known that a significant portion of Taser camera solution advertised functionality depends upon a pairing an iPhone or Android device with the Taser camera device. The purchase of iPhones for an additional cost of \$5M has now been proposed after the EAD0124 contract award. The \$5M cost of the supplemental iPhone purchase has to be added to the Taser bid amount so that proposals are evaluated on a fair and consistent basis. Furthermore an objective and disciplined test of video redaction should be performed, so that each vendor proves their capabilities, and Austin does not blindly accept capability claims that Austin has never verified.

It may be that adding \$5M to the Taser bid price immediately moves the Taser score down and the Utility score from second to first. Since Utility is already the second-ranked vendor, we stand ready and able to proceed with implementation upon receipt of a contract Award.

This contract Award protest is being made on a good faith basis that there are serious issues and flaws in the contract Award to Taser International. This protest addresses key points that should be considered carefully so that Austin obtains the most capable and best value solution for Austin Police Officers and Citizens to protect Police Officer and Citizen safety, reduce assaults on Police Officers, reduce Use-of-Force on Citizens, protect the Privacy for Austin Police officers and Citizens, and provide Police Transparency and Accountability to build and maintain Community Trust.

Also attached to this document is a Body-Worn Camera 5 Year Total Cost of Ownership analysis that Austin should find useful to consider. These cost factors can be tailored to the Austin specific factors, and used as a checklist to ensure that all costs over 5 years are considered. The 5 year Total Cost of Ownership of body-worn cameras is far more than just the initial purchase cost of the camera hardware.

Please acknowledge your receipt of this EAD0124 Contract Award Protest that is being filed on a timely basis.

Sincerely,



Robert S. McKeeman  
Chief Executive Officer  
[rsm@utility.com](mailto:rsm@utility.com)  
404-816-0300

cc: Steven Schaetzel, Esq.  
Meunier, Carlin & Curfman, LLC





May 22, 2016

City of Austin  
Contract Management Department  
ATTN: Contract Management Director  
Suite 205  
105 W. Riverside Drive  
Austin, Texas 78704  
Phone: 512-974-7141  
Fax: 512-974-9427

Re: Notice of Intent to Protest Award  
Response to Solicitation: # RFP EAD0124

This letter is our written notice of our intent to protest a deficiency in the award for Austin Solicitation #RFP EAD0124. This notice of intent to protest is based upon a news story published on May 19, 2016 regarding "a \$5 million contract for smart phones to quote "enhance the functionality of body worn cameras". A printed copy of the Fox 7 News story is attached to this Notice of Intent to protest.

The news story reports the Taser bid for this Solicitation was \$12.2 million. Now it emerges that an additional contract for \$5 million is being considered to enhance functionality of body worn cameras. As you know, our proposal included providing smart phones as part our BodyWorn solution that was bid at \$9,630,000. This new de facto Taser price increase of \$5 million for the scope of work included in RFP EAD0124 may result in Utility winning this contract award on a best value basis.

Please acknowledge your receipt of this Notice of Intent to Protest which is being filed within four calendar days of the date our company became aware of the Fox 7 News Story.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Robert S. McKeeman'.

Robert S. McKeeman  
Chief Executive Officer  
[rsm@utility.com](mailto:rsm@utility.com)  
404-816-0300

## Plans to give APD body cameras on hold



By: **Bridget Spencer**

**POSTED:**MAY 19 2016 10:14PM CDT

**UPDATED:**MAY 19 2016 10:17PM CDT

Plans to equip Austin police officers with [body](#) cameras are being put on hold after city council voted to postpone the vote to next month.

There have been talks for APD to become equipped with body cameras for a while now. The chance to give the okay, was Thursday, but that didn't happen. Council voted to postpone the item to June 9. Councilman Don Zimmerman already knows what his vote will be.

“Oh I'm voting against, absolutely,” Zimmerman said.

He feels the police department has not sat down with council and explained policies thorough enough.

“They're going to set their own policy, and spend our [money](#). The only purpose of Austin city council is to rubber stamp the decisions of APD,” Zimmerman sarcastically said.

The contract would be with the company called Taser International. It would total \$12.2 million. Also on the table is a \$5 million contract for smart phones to quote "enhance functionality of body worn cameras."

"About five years ago I made a prediction and that prediction was in five years most major city police departments in this [country](#) would be deployed with body worn cameras I think it's turned out to be accurate," Chief Art Acevedo said.

Acevedo says he is frustrated that council did not make any moves on the item Thursday. Some citizens, along with other council members expressed their concerns about the [policy](#), hence why they voted to address it later.

"The policy is driven by one thing and that's state law, we have to follow state law regardless of what our personal opinions are," Acevedo said.

On May 23, council will hold a public safety committee meeting, they [plan](#) to have a deeper discussion about the contracts at that time.

"The Austin Police Department claims the unilateral authority to set their policy and spend our money," Zimmerman said.





## Council Question and Answer

Related To	Item #57	Meeting Date	June 23, 2016
Additional Answer Information			

**QUESTION:** 1) 2.0 Vendor's Function Specification -The system shall associate the body camera media to the officer wearing it. Ideally, the system would transmit GPS coordinates from each camera media for the purpose of real-time officer location tracking. Aren't GPS locations being tracked now? 2) The body camera device shall be securely mountable on the uniform, ideally on multiple locations (e.g. epaulette, shirt button, belt, etc.). Isn't the belt too low? What about wearing on glasses or APD cap? 3) From the Solicitation: Body-Worn Camera Technical Requirements, Page 1 of 7 1.1) The vendor's solution shall include everything needed to install and operate the video system, i.e., camera, mobile viewing device. Is that a smartphone? 4) Page 2 of 7 1.8) System shall be capable of redacting video for external viewing or public release. What is the Policy? 5) 2.1) Recorded files should include imbedded GPS coordinates. There is nothing in the car that can perform this detail? 6) Page 4 of 7 2.16) Device should have a method by which the audio portion can be muted without stopping the video recording. What is the policy? 7) Page 5 of 7 2.28) If the camera provides image stabilization, it shall provide a disable feature. What it is policy? 8) Page 7 or 7 3.15) Any request to delete a video shall include all copies. What is the policy? COUNCIL MEMBER HOUSTON'S OFFICE

**ANSWER:**

1. *2.0 Vendor's Function Specification 1) The system shall associate the body camera media to the officer wearing it. Ideally, the system would transmit GPS coordinates from each camera media for the purpose of real-time officer location tracking. Aren't GPS locations being tracked now?*

We currently have the ability to track the GPS location of vehicles but do not track GPS locations of officers once they leave the vehicle. We also do not have the ability to track GPS locations of officers assigned to Motorcycles, Bicycles, SWAT, Lake Patrol or Walking Beat.

2. *The body camera device shall be securely mountable on the uniform, ideally on multiple locations (e.g. epaulette, shirt button, belt, etc.). Isn't the belt too low? What about wearing on glasses or APD cap?*

Body cameras come with several mounting options, including glasses or hat depending on the manufacturer. The above language was included as examples in the requirement. Most body worn cameras are worn at chest level or higher.

**From the Solicitation: Body-Worn Camera Technical Requirements**

3. *Page 1 of 7 The vendor's solution shall include everything needed to install and operate the video system, i.e., camera, mobile viewing device... Is that a smartphone?*

A smartphone is considered a mobile viewing device. A mobile viewing device would need to be included if it was necessary to install and operate the video system. Some cameras may require mobile viewing devices to provide basic functionality, while others use it as an optional enhancement.

4. Page 2 of 7 1.8) System shall be capable of redacting video for external viewing or public release. What is the Policy?

The Department legal advisor will be consulted before any file is released in relation to an open records request to ensure that any necessary redactions have been completed.

5. 2.1) Recorded files should include imbedded GPS coordinates. There is nothing in the car that can perform this detail?

There is nothing in the car that can imbed GPS coordinates into the body worn camera video.

6. Page 4 of 7 2.16) Device should have a method by which the audio portion can be muted without stopping the video recording. What is the policy?

The following language is in our current video policy but is not in the body camera policy. Similar language will be added to the BWC policy:

Employees may deactivate the audio portion by engaging the mute button on the wireless microphone, for administrative reasons only, as follows:

1. The reason for audio deactivation must be recorded verbally prior to audio deactivation; and
2. After the purpose of audio deactivation has concluded, employees will reactivate the audio track.

For purposes of this section, an “administrative reason” refers to:

1. Personal conversations unrelated to the incident being recorded.
2. Officer to officer training (e.g., when a Field Training Officer or Field Training Supervisor wishes to speak to an officer enrolled in the Field Training Program about a training issue).
3. The conclusion of an incident.
4. Any reason authorized by a supervisor. The identity of the supervisor granting the authorization shall also be stated prior to the audio deactivation.

7. Page 5 of 7 2.28) If the camera provides image stabilization, it shall provide a disable feature. What is the policy?

There is not a policy on disabling image stabilization. The expectation was that if the selected vendor’s camera had image stabilization, that the vendor would disable that feature prior to APD officers being issued the cameras.

8. Page 7 or 7 3.15) Any request to delete a video shall include all copies. What is the policy?

State law requires that all body worn camera video be retained for a minimum of 90 days. The following is the policy related to deleting video:

(g) Employees shall not:

1. Bypass or attempt to override the equipment.
2. Erase, alter, or delete any recording produced by the BWC.



Expunction request policy is:

#### 118.10.1 EXPUNCTION REQUESTS

(a) The APD legal advisor is designated as the recipient of requests for expunction. Any employee receiving a request for expunction of Department records shall immediately hand deliver the request to the legal advisor.

(b) The Identification Unit and Central Records Unit are the authorized coordinating bodies for implementing expunction procedures as ordered by the court.

1. All Department personnel will provide assistance and support to the Identification Section and Central Records Section in order to ensure compliance with this policy.
2. The Identification and Central Records managers or designees are responsible for returning all expunged records and files to the legal advisor in a timely manner.