



## CITY OF ATLANTA

SUITE 1900

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 330-6204 Fax: (404) 658-7705

Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

Kasim Reed  
Mayor

DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,  
CIPC, CISCC, CIGPM  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

August 7, 2015

Dear Potential Proponents:

**Re: FC-8342, Body Camera and Video Management System**

Attached is one (1) copy of **Addendum Number 1**, which is hereby made a part of the above-referenced project.

For additional information, please contact Mimie L. Woods, CPPB, Contract Administrator, at (404) 330-6271 or by email at [mwoods@atlantaga.gov](mailto:mwoods@atlantaga.gov).

Sincerely,

  
Adam L. Smith

ALS/mlw

**FC-8342, Body Camera and Video Management System**

**Addendum No. 1**

**August 7, 2015**

**Page 2**

**ADDENDUM NO. 1**

This Addendum No. 1 forms a part of the Request for Proposals and modifies the original solicitation package and any prior Addenda as noted below and is issued to incorporate the following:

- **Time for Pre-Proposal Conference Has Been Modified:** the Pre-Proposal Conference is now scheduled for Wednesday, August 12, 2015, from 9:30 a.m. until 11:00 a.m., at the DOP Conference Room in Suite 1900;
- **Modifying the Point of Contact:** As of August 7, 2015, the point of contact for this procurement shall be **Mimie L. Woods, CPPB, Contract Administrator**, at (404)-330-6271 or by email at [mwoods@atlantaga.gov](mailto:mwoods@atlantaga.gov);
- **Part 4:** Required Submittals Forms – Attachment No. 1 of this Addendum;
- **Part 5:** Draft Master Technology Agreement – Attachment No. 2 of this Addendum;
- **Exhibit A:** Scope of Services – Attachment No. 3 of this Addendum;
- **Exhibit A.1:** Cost Proposal – Attachment No. 4 of this Addendum;
- **Appendix A:** Office of Contract Compliance Requirements Policy Statement – Attachment No. 5 of this Addendum;
- **Appendix B:** Risk Management Requirements – Attachment No. 6 of this Addendum; and
- **Appendix E:** Additional Required Submittals; Minimum System Requirements Questionnaire – Attachment No. 7 of this Addendum.

**The Proposal due date HAS not been modified and Proposals are due on Thursday, August 20, 2015 and should be time stamped in no later than 2:00 P.M. EST and delivered to the address listed below:**

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
CIPC, CISCC, CIGPM  
Chief Procurement Officer  
Department of Procurement  
55 Trinity Avenue, S. W.  
City Hall South, Suite 1900  
Atlanta, Georgia 30303

**\*\*All other pertinent information is to remain unchanged\*\***

**FC-8342, Body Camera and Video Management System**  
**Addendum No. 1**  
**August 7, 2015**  
**Page 3**

**Acknowledgment of Addendum No. 1**

**Proponents must sign below and return this form with Proposal response to the Department of Procurement.**

Proponents must sign below and return this form with Proposal to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303 as acknowledgment of receipt of this Addendum.

This is to acknowledge receipt of **FC-8342, Body Camera and Video Management System Addendum No. 1** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Legal Company Name of Proponent

\_\_\_\_\_  
Signature of Authorized Representative

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Changes and Modifications

The original language in the solicitation document in the following sections has been replaced with the following:

**Part 1 Information and Instructions to Proponents:**

**Section 4: Minimum Qualifications:**

Each Proponent team member (Service Provider Key Personnel) shall have a minimum of **three (3)** years' experience within the last ten (10) years in video management.

**Part 2 Contents of Proposals and Required Submittals**

**Section 2: Informational Proposals:**

**Informational Proposals:** An Informational Proposal is comprised of three (3) sources of information:

- **Volume I:** information drafted and provided by a Proponent;
- **Volume II:** information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP; and
- **Volume III:** Technical Approach – Specifically for the information requested in Scope of Services (see Exhibit A).

**Section 3.1.1. Information Drafted and Provided by a Proponent:** This information should be included in a **Volume I** to a Proposal:

- **Executive Summary;**
- **Organizational Structure;**
- **Resumes of Key Personnel;**
- **Overall Experience, Qualifications and Performance on Previous Projects; and**
- **Management Plan/Technical Approach.**

**Section 3.1.2.1. Forms attached to this RFP at Part 4:**

Form 4.2; Certification of Bonding Ability (not applicable);

**Attachment No. 1**

**Part 4**  
**Required Submittals Forms**

**Required Submittal (FORM 1)**

**Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)**

**INSTRUCTIONS TO PROPONENTS:**

All Proponents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Proposal prior to Proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit.

**Example 1**, ABC, Inc. and XYZ, Inc. form and submit a Proposal as Happy Day, LLC. Happy Day, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Happy Day, LLC which includes the Federal Work Authorization User ID Number issued to Happy Day, LLC.

**Example 2**, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a Proposal under the name Happy Day, JV. If, based on the nature of the JV agreement, Happy Day, JV. is not required to obtain an Employer Identification Number from the IRS, the Proposal submitted by Happy Day, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted with the Proponent's Response to the RFP.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

**Required Submittal (FORM 1)**

**Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Contractor: \_\_\_\_\_

Name of Project: FC-8342, Body Camera and Video Management System

Name of Public Employer: City of Atlanta

**I hereby declare under penalty of perjury that the forgoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**Required Submittal (FORM 1)**

**Illegal Immigration Reform and Enforcement Act Forms (Page 3 of 3)**

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor)) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: City of Atlanta

**I hereby declare under penalty of perjury that the forgoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 1 of 7)**

**DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT**

"Affiliate"	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
"Contractor"	Any person or entity having a contract with the city.
"Control"	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
"Respondent"	Any individual or entity that submits a proposal in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Disclosure Affidavit where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated. <b>If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated, and each of the members or owners of the entity must also complete and sign separate Disclosure Affidavits where indicated.</b>

**Instructions:** Provide the following information for the entity or individual completing this Statement (the "Individual/Entity").

**A. Basic Information:**

1. Name of Individual/Entity responding to this solicitation:
  
2. Name of the authorized representative for the responding Entity:

**B. Individual/Entity Information:**

1. Principal Office Address:
  
2. Telephone and Facsimile Numbers:
  
3. E-Mail Address:
  
4. Name and title of Contact Person for the Individual/Entity:
  
5. Is the individual/Entity authorized to transact business in the state of Georgia?

Yes (Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)

No

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 2 of 7)**

**C. Questionnaire**

If you answer "YES" to any of the questions below, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Proposal.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.

2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? YES    NO  
   

3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. YES    NO  
   

4. Has the Respondent been charged with a criminal offense within the last ten (10) years? YES    NO  
   

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. YES    NO  
   

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

(a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? YES    NO  
   

(b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? YES    NO  
   

(c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. YES    NO

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 3 of 7)**

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

(a) directly or indirectly, had a business relationship with the City? YES  NO

(b) directly or indirectly, received revenues from the City? YES  NO

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? YES  NO

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee? YES  NO

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City? YES  NO

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years? YES  NO

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government? YES  NO

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding? YES  NO

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below [*Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided*]:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee. YES  NO

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe: YES  NO

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**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 4 of 7)**

## **D. REPRESENTATIONS**

**Anti-Lobbying Provision.** All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

**Certification of Independent Price Determination/Non-Collusion.** Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this bid proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror."

**Certify Satisfaction of all Underlying Obligations. (If Applicable)** If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

**Confidentiality** . Details of the proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its proposal. However, the respondent may be required to submit such required information before further consideration.

**Equal Employment Opportunity (EEO) Provision.** All bidders or offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 5 of 7)**

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 6 of 7)**

- g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
- (1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;
  - (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
  - (3) Cancellation of the public contract;
  - (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

**Prohibition on Kickbacks or Gratuities/Non-Gratuity.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 7 of 7)**

**Declaration**

Under penalty of perjury, I declare that I have examined this Disclosure Form and Questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

*Sign here if you are an individual:*

Printed \_\_\_\_\_ Name: \_\_\_\_\_

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

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

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

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*Sign here if you are an authorized representative of a responding entity or partnership:*

Printed Name of Entity or Partnership: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

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

Date: \_\_\_\_\_, 20\_\_

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name), as the  
\_\_\_\_\_  
\_\_\_\_\_  
(title) of \_\_\_\_\_ (entity or partnership name) this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 1 of 5)**

**Instructions:** It is necessary for the City to evaluate, verify, and understand the Proponent's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A "Proponent" is an individual, entity or partnership submitting a proposal or Proposal in response to a Solicitation.

1. If the Proponent is an individual, financial disclosures for that individual must be provided.
2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.
3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form.

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this Form.

**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 2 of 5)**

**Part A - General Information:**

Name of the Proponent: \_\_\_\_\_

Name of individual, entity or  
partnership completing this Form: \_\_\_\_\_

Relationship of individual, entity  
or partnership completing this Form  
to the Proponent: \_\_\_\_\_

Contact information of individual,  
entity or partnership completing  
this Form: \_\_\_\_\_

Address \_\_\_\_\_

Phone Number(s) \_\_\_\_\_

Email: \_\_\_\_\_

**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 3 of 5)**

**Part B: Financial Information:**

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/Proposal.
  - (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including:
    - (i) Income Statement;
    - (ii) Balance Sheet; and
    - (iii) Statement of Cash Flows.
  - (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including:
    - (i) Income Statement;
    - (ii) Balance Sheet; and
    - (iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.
  - (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
    - (i) Income Statement;
    - (ii) Balance Sheet;
    - (iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable;
    - (iv) Two (2) banks or other institutional lenders' references; and
    - (v) Dunn and Bradstreet report for the last two (2) years.

**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 4 of 5)**

2. Fill in the blanks below to provide a summary of all of the Proponent's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY (\$).

Standard currency of Proponent's Financial Statements: \_\_\_\_\_

The exchange rate used: \_\_\_\_\_ = US \$ \_\_\_\_\_

Most recent three (3) years

	<u>Year: 2012</u> (Thousands)	<u>Year: 2013</u> (Thousands)	<u>Year: 2014</u> (Thousands)
Current Assets	\$.....	\$.....	\$.....
Current Liabilities	\$.....	\$.....	\$.....
Property & Equip.	\$.....	\$.....	\$.....
Working Capital	\$.....	\$.....	\$.....
Sales/ Revenue	\$.....	\$.....	\$.....
Total Assets	\$.....	\$.....	\$.....
Total Liabilities	\$.....	\$.....	\$.....
Interest Charges	\$.....	\$.....	\$.....
Net Income	\$.....	\$.....	\$.....
Net-Worth	\$.....	\$.....	\$.....

3. Do you plan to use or require an open line of credit for the project? Yes or No.

If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.

**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 5 of 5)**

**Declaration**

Under penalty of perjury, I declare that I have examined this Affidavit Disclosure form and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

*Sign here if you are an individual:*

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 20\_\_.

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

---

*Sign here if you are an authorized representative of a responding entity:*

Printed Name of Entity: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

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

Date: \_\_\_\_\_, 20\_\_.

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name), as the \_\_\_\_\_ (title) of \_\_\_\_\_ (entity name) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

**Required Submittal (FORM 4.1)**

**Certification of Insurance Ability Instructions:**

Offerors **MUST** submit a **completed copy of this form executed by their insurance company.**  
Failure to submit completed form will result in the Offeror being deemed non-responsive.

I, \_\_\_\_\_ [*insert an individual's name*], on behalf of \_\_\_\_\_ [*insert insurance company full name*], a \_\_\_\_\_ [*insert type of entity LLC, LLP, corporation, etc.*](**"Insurer"**), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (**"City"**) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ [*insert date*]:

- (a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;
- (b) Insurer has reviewed the Agreement attached to the solicitation for Project Number FC-8342, Body Camera and Video management System (**"Project"**) and its corresponding **Appendix for Insurance Requirements;**
- (c) Insurer certifies that if, as of the date written above, (**"Offeror"**) was selected as the successful Offeror for the Project, Insurer would provide insurance to Offeror for this Project in accordance with the terms set forth in the corresponding **Appendix for Insurance Requirements;** and

**PLEASE NOTE: If this Form 4.1 is executed by an Attorney-in-Fact, then Insurer must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.1. If Offeror is unable to provide City with insurance that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror's security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.**

By executing this certification, Insurer represents that all of the information provided by Insurer herein is true and correct as of the date set forth above.

**Insurer:** [*insert company name on line provided below*]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Corporate Secretary/Assistant Secretary  
(Seal)

**Required Submittal (FORM 4.2)**

**Certification of Bonding Ability Instructions:** (Not Applicable)

Offerors **MUST** submit a **completed copy of this form executed by their surety.** Failure to submit completed form from will result in the Offeror being deemed non-responsive.

I, \_\_\_\_\_ [*insert an individual's name*], on behalf of \_\_\_\_\_ [*insert surety company full name*], a \_\_\_\_\_ [*insert type of entity LLC, LLP, corporation, etc.*] (“**Surety**”), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (“**City**”) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ [*insert date*]:

- (a) Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact surety business in the State of Georgia;
- (b) Surety has reviewed the Agreement attached to the solicitation for Project Number FC-8342: Body Camera and Video Management System (“**Project**”) and its corresponding **Appendix for Insurance Requirements;**
- (c) Surety certifies that if, as of the date written above, \_\_\_\_\_ (“**Offeror**”) was selected as the successful Offeror for the Project, Surety would provide bonding to Offeror for this Project in accordance with the corresponding **Appendix for Insurance Requirements;** and
- (d) **Surety only:** The Surety states that Offeror’s uncommitted bonding capacity (not taking into account this Project) is approximately \$ \_\_\_\_\_ (U.S.). Surety’s statement set forth in this Section (d) does not represent a limitation of the bonding capacity of Offeror or that Offeror will have the bonding capacity noted above at the time of contract execution for this Project.

**PLEASE NOTE: If this Form 4.2 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.2. If Offeror is unable to provide City with bonds that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror’s security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.**

By executing this certification, Surety represents that all of the information provided by Surety herein is true and correct as of the date set forth above.

**Surety:** [*insert company name on line provided below*]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Corporate Secretary/Assistant Secretary  
(Seal)

**Required Submittal (FORM 5)**

**Acknowledgment of Addenda**

Proponents should sign below and return this form with their Proposal(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC-8342, Body Camera and Video Management System** :

1. \_\_\_\_\_;
2. \_\_\_\_\_;
3. \_\_\_\_\_; and
4. \_\_\_\_\_.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Corporate Proponent:  
[Insert Corporate Name]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Corporate Secretary/Assistant  
Secretary (Seal)

Non-Corporate Proponent:  
[Insert Proponent Name]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public (Seal)  
My Commission Expires: \_\_\_\_\_

**Required Submittal (FORM 6)**

**Proponent Contact Directory<sup>1</sup>**

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER

<sup>1</sup> The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proponent Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.

**Required Submittal (FORM 7)**

**Reference List**

Each Proponent must provide a list of at least three (3) references using the below-referenced format. The City is interested in reviewing references that are able to attest to a Proponent's performance ability and credibility in a particular industry or trade.

Reference:           Name  
                          Address  
                          City, State, Zip  
                          Phone  
                          Fax

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

Contact Person: \_\_\_\_\_

Direct Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date(s) of Project: \_\_\_\_\_

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

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*(Use the Same Format to Provide the Additional References)*

**Required Submittal "Unless a Proponent Elects to Submit an Alternative Form of Payment"**

**(FORM 8)**

**Proposal Bond (Page 1 of 2) NOT APPLICABLE**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_

hereinafter called the PRINCIPAL, and \_\_\_\_\_

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia, in the penal sum of either: [i] \_\_\_\_\_ Dollars and Cents (\$ \_\_\_\_\_); or [ii] 5% of PRINCIPAL'S Proposal amount for **PROJECT NUMBER FC-8342, Body Camera and Video Management System**, good and lawful money of the United States of America, to be paid upon demand of the City of Atlanta, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the City of Atlanta, Georgia, for **PROJECT NUMBER FC-8342, Body Camera and Video Management System**, a Proposal;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law, in lieu of a certified Proponent's check otherwise required to accompany this Proposal;

NOW THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the CITY of the award of the Contract execute a Contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Atlanta, Georgia, and execute sufficient and satisfactory Performance and Payment Bonds payable to the City of Atlanta, Georgia, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said City of Atlanta, Georgia, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the City of Atlanta, Georgia, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the CITY and judgment is recovered, the SURETY shall pay all costs incurred by the CITY in such suit, including attorney's fees to be fixed by the Court.

**Required Submittal "Unless a Proponent Elects to Submit an Alternative Form of Payment"**

**(FORM 8)**

**Proposal Bond (Page 2 of 2) NOT APPLICABLE**

Enclosed is a Proposal Bond in the approved form, in the amount of either:

- [i] \_\_\_\_\_ Dollars and Cents (\$ \_\_\_\_\_), being in the amount of 5% of the CONTRACT Sum; or  
[ii] 5% of PRINCIPAL'S Proposal amount for **PROJECT NUMBER FC-8342, Body Camera and Video Management System**. The money payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the Proponent to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**Corporate Proponent:**

[Insert Corporate Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_  
**Corporate Secretary/Assistant  
Secretary (Seal)**

**Non-Corporate Proponent:**

[Insert Proponent Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_  
**Notary Public (Seal)**

**My Commission Expires:** \_\_\_\_\_

**Surety:**

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

## Required Submittal (FORM 9)

### Required Submittal Checklist

The following submittals shall be completed and submitted with each Proposal see table below "Required Proposal Submittal Check Sheet." Please verify that these submittals are in the envelope before it is sealed. *Disclaimer:* It is each Proponents sole responsibility to ensure that their proposal to the City is inclusive of all required submittal documents outlined on the below-referenced checklist; as well as within other parts of the solicitation document.

Submit one (1) Original Proposal, signed and dated, and nine (9) complete copies of the Original Proposal including all required attachments.

In addition to the hard copy submissions, each Proponent shall submit two (2) digital versions of its Proposal Submission in Adobe Portable Document Format ("PDF") on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Proponent's printed Proposal Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

Item Number	Required Proposal Submittal Check Sheet	Check (x)
1	Part I – Instruction to Proponents	( )
2	<p><b>Part I, Section 2 - All Required Submittal Forms (if any of the required submittal documents are not submitted or incomplete within your Proposal submittal package, your firm may be deemed non-responsive). Required Submittals include but are not limited to:</b></p> <ul style="list-style-type: none"> <li>• Form 1; Illegal Immigration Reform and Enforcement Act Forms;</li> <li>• Form 2; Disclosure Form and Questionnaire;</li> <li>• Form 3; Proponent Financial Disclosure;</li> <li>• Form 4.1; Certification of Insurance Ability;</li> <li>• Form 4.2; Certification of Bonding Ability (Not applicable);</li> <li>• Form 5; Acknowledgment of Addenda;</li> <li>• Form 6; Proponent Contact Directory;</li> <li>• Form 7; Reference List;</li> <li>• Form 8; Proposal Bond (Not applicable to this solicitation); and</li> <li>• Form 9; Required Submittal Checklist</li> <li>• Appendix E.1; Minimum System Requirements Questionnaire.</li> </ul>	( )
3	Volume III – Technical Approach	
4	<p><b>Proponent's Official Company Name:</b>  <b>Company Physical Address:</b></p>	
5	<p><b>President/Vice President/Owner Name:</b>  <b>Title:</b> _____  <b>Office Telephone Number:</b> _____  <b>Direct Cell Telephone Number:</b> _____  <b>Email Address:</b> _____</p>	
6	<p><b>Primary Point-of-Contact Concerning RFP:</b> _____  <b>Title:</b> _____  <b>Office Telephone Number:</b> _____  <b>Direct Cell Telephone Number:</b> _____  <b>Email Address:</b> _____</p>	

**Attachment No. 2**

**Part 5**

**Draft Master Technology Agreement**

**DRAFT MASTER TECHNOLOGY AGREEMENT**

**FC-8342, BODY CAMERA AND VIDEO MANAGEMENT SYSTEM**

This Draft Professional Services Agreement ("Agreement") is entered into and effective as of \_\_\_\_\_ (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Service Provider") set forth below.

<b>Contract Name: Body Camera and Video Management System</b>	<b>Contract No. FC-8342</b>
<b>Service Provider</b>	<b>City of Atlanta</b>
<b>Name:</b>	<b>Using Agency: Atlanta Police Department</b>
<b>Address:</b>	<b>Address:</b>
<b>Phone:</b>	<b>Phone:</b>
<b>Authorized Representative:</b>	<b>Authorized Representative:</b>

**1. Background.**

1.1 City desires to obtain from Service Provider the services ("Services") described generally on **Exhibit A** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement is \$ \_\_\_\_\_ ("Maximum Payment Amount"). More detailed terms concerning compensation payable under this Agreement are set

**2. Term.** Subject to the terms of this Agreement, this Agreement shall commence on the Effective Date and end on the date that is set forth on any Statement of Work pursuant to the Section entitled "Services" (the "Term").

2.1 Initial Term. The initial term of this Agreement will be **three (3)** years. This Agreement shall commence on the Effective Date and end on [\_\_\_\_\_]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for three (3) additional one-year terms according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2 If such legislation is enacted, within 30 days of such enactment, City will notify Consultant of such renewal, at which time Consultant shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents

evidencing such renewal, it being acknowledged by Consultant that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

### 3. Interpretation.

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B-Definitions**.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:<sup>1</sup>

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
3. Exhibit B – Definitions
4. Exhibit C --Legislation
5. Exhibit D - City Security Policies
6. Exhibit E - Dispute Resolution Procedures
7. Appendix A - Office of Contract Compliance Requirements (Not Applicable)
8. Appendix B - Insurance Requirements
9. Appendix C - Additional Contract Documents (IIREA and Business License)

4. Authorization. If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C-Legislation**.

### 5. Services.

5.1 Statement of Work. The Statement of Work shall contain, as applicable: **(a)** a reference to this Agreement; **(b)** a detailed description of the Services to be provided, together with all Work Product applicable to the Services; **(c)** a detailed milestone, delivery, service availability, and completion schedule applicable to the Services ("Milestone Schedule"); **(d)** detailed Requirements describing and defining the relevant design, functional, operational and performance characteristics, standards and criteria applicable to the development, delivery and performance of the Services, including applicable Service Levels and Service Level credits and other performance criteria; **(e)** the location where the Services are to be performed and a detailed list of all equipment, software, Facilities and names or positions of Provider Personnel required to provide the Services ("Resources"); **(f)** the Charges for the Services and the schedule on which such Charges will be invoiced, the Statement of Work maximum payment and, as applicable, regular and overtime hourly rates; **(g)** City's special conditions of acceptance for the Services and Work Product, if any; **(h)** the identity of the key Provider Personnel and City personnel for the Services; and **(i)** any additional provisions applicable to the Services to be provided under the Statement of Work that are required by this Agreement to be addressed and are not otherwise set forth in this Agreement. If any services to be performed are not specifically described in the Statement of Work, as applicable, but are a necessary component of providing the Services, those services, functions, or tasks will be deemed to be implied in the scope of the Services to the same extent as if specifically described in such Statement of Work.

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<sup>1</sup> For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

5.2 Performance of Services. Provider shall perform all Services in a manner that causes minimal interference with normal operations of City and in compliance with the City Security Policies set forth in **Exhibit D-City Security Policies**, and other requirements and regulations described in this Agreement, the Statement of Work, or otherwise required by City. Compliance with these policies will not be construed as limiting, in any manner, Provider's obligations with respect to all applicable governmental requirements and regulations or its duty to undertake reasonable actions to establish and maintain secure conditions. Provider is responsible for all costs incurred as a result of this Section.

5.3 Resources. Unless otherwise expressly provided in this Agreement, all Resources shall be furnished by and shall be under the control of Provider. Provider shall be responsible, at its sole cost, for procuring and using such Resources in proper and qualified, professional and high quality working and performing order.

## 6. Change Documents.

### 6.1 Change Documents.

6.1.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Master Maximum Payment or not. Changes in the Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").<sup>2</sup> All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

6.1.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Master Maximum Payment executed between City and Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Master Maximum Payment, changes in the value of the Charges or changes in the terms or amounts of compensation under the Master Maximum Payment executed between City and Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Master Maximum Payment, changes in the value of the Charges or changes in the terms or amounts of compensation under the Master Maximum Payment.

Change Documents that do not involve an increase in the Master Maximum Payment will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

6.1.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Provider shall evaluate it

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<sup>2</sup> Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Provider.

6.1.4 Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

6.1.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Provider with comments regarding a Proposed Change Document, and Provider shall respond to such comments, if any. A Proposed Change Document from Provider will become effective only when executed by an authorized representative of City.

6.1.6 City may propose any changes to the Agreement including, but not limited to, changes that it contends do not involve an increase to the Master Maximum Payment, and Provider shall, in good faith, evaluate such proposed Change Request. If City and Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Provider, pursuant to Code Section 2-1292(d), and City and Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E-Dispute Resolution Procedures**. During the pendency of such dispute, Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

6.2 Suspension of Services. City may, by written notice to Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Provider must, unless the notice requires otherwise: (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension if applicable.

7. (reserved)

8. Data Protection. To the extent that Provider accesses or processes any Personal Data received from or on behalf of City in the course of provision of the Services, Provider shall at all times:

- (a) act only on the instructions of City;
- (b) not transfer the Personal Data to another Party without City's prior written consent;
- (c) have in place appropriate technical and organizational security measures against unauthorized or unlawful processing, loss, destruction, damage of such Personal Data;

(d) immediately notify City upon any breach, potential breach, or unauthorized access to Personal Data;

(e) immediately notify City of any requests for information, complaints, or other communications received from any governmental agency regarding Personal Data; and

(f) upon City's request, facilitate City's interaction with governmental agencies.

## 9. Provider's Obligations.

9.1 Provider Personnel. Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

9.2 Provider Authorized Representative. Provider designates the Provider Authorized Representative named on page 1 of this Agreement (the "Provider Authorized Representative"), who shall: (a) be a project executive and employee within Provider's organization with the information, authority and resources available to properly coordinate Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Provider; (c) have day-to-day responsibility and authority to address issues relating to the Software and Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

9.3 (reserved)

9.4 Subcontracting. Unless specifically authorized in this Agreement, Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment of any subcontractors.

9.5 Reports. Provider shall provide reports after major incidents when requested by City. Such report shall describe the problems and any corrective action that needs to be taken in the future to avoid another such occurrence.

9.6 Conflicts of Interest. Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

9.7 Commercial Activities. Neither Provider nor any Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

## 10. City's Authorized Representative.

10.1 City Authorized Representative. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

## 11. Payment Procedures.

11.1 General. All Charges for Services will be calculated in accordance with the relevant Statement of Work and will be payable in accordance with the payment requirements set forth therein. City will not be obligated to pay Provider any amount in addition to the Charges for Provider's provision of the Services.

11.2 Invoices. Provider shall prepare and submit to City invoices for payment of all Charges in accordance with the Statement of Work. Each invoice shall be in such detail and in such format as City may reasonably require from time to time. To the extent not set forth in a Statement of Work, Provider shall invoice City monthly for Services rendered.

11.3 Taxes. Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with its performance of its obligations under this Agreement. Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Provider is refunded any Tax payments made relating to the Services, Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

11.4 Maximum Amount. City shall not be obligated to pay any amount in excess of the Master Maximum Payment for all Services under the Statements of Work nor shall City be obligated to pay any amount in excess of the Statement of Work maximum payment.

11.5 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided in the Statement of Work, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

11.6 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice or (b) discovery of the basis for any such dispute. City and Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Provider of the disputed amount.

11.7 (reserved)

12. Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term, Provider warrants to City that:

12.1 Authority. Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good

standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Provider is a party that may restrain or question this Agreement or the provision of Services by Provider is pending or threatened.

12.2 Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.

12.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

12.4 Materials and Equipment. Any equipment or materials provided by Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended by City.

12.5 Intellectual Property Rights. None of the Services or Software utilized by Provider to fulfill its obligations hereunder, nor any of the materials and methodologies used by Provider in fulfilling its obligations hereunder (including Work Product), shall infringe any third Party's Intellectual Property Rights or privacy, publicity or other rights.

12.6 No Viruses. All Services and Software, if any, provided by Provider shall be free of viruses, worms, time bombs, logic bombs, trap doors, Trojan horses, or similar malicious instructions, that can disrupt, erase, disable, shut down, or otherwise damage any part of a computer system.

12.7 No Locks, Back Doors etc. The Services and Software, if any, provided by Provider do not and will not contain any computer code that would automatically disable the Services, or Software or any hardware or systems, or impair, or enable Provider to impair, in any way the operation thereof based on the elapsing of a period of time, exceeding an authorized number of copies or users, advancements to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," "locking devices," or "drop dead devices") or that would permit Provider to access the Services, or Software or City's systems to cause such disablement or impairment (sometimes referred to as a "trap door" or "back door" device).

12.8 Remedies for Defects. Upon notification from City of a breach of Section, Provider will immediately correct and repair any such breach at no charge to City.

### 13. Compliance with Laws.

13.1 General. Provider and its subcontractors will perform the Services in compliance with all Applicable Law.

13.2 (reserved)

13.3 Consents, Licenses and Permits. Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits such as a business license required of Provider as of the effective date of the Agreement to be authorized to perform Services under this Agreement.

**14. Confidential Information.**

14.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Law will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed sensitive security information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

14.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (a) a subpoena; (b) judicial or administrative order; or (c) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: (a) seek a protective order preventing such disclosure; or (b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

**15. Audit and Inspection Rights.**

15.1 (reserved)

15.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

**16. General Indemnification by Provider.** Provider shall defend, indemnify, and hold harmless City, its agencies and its and their respective officers, directors, employees, advisors

and agents, successors and permitted assigns ("City Indemnitees"), from any Losses arising from claims or actions based upon:

- (a) Provider's or Provider Personnel's performance, non-performance or breach of this Agreement;
- (b) compensation or benefits of any kind, by or on behalf of Provider Personnel, or any subcontractor, claiming an employment or other relationship with Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Provider Personnel or subcontractor);
- (c) any actual, alleged, threatened or potential violation of any Applicable Law to the extent such claim is based on the act or omission of Provider or Provider Personnel, excluding acts or omissions by or at the direction of City;
- (d) death of or injury to any individual, caused in whole or in part by the tortious conduct of Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Provider; and
- (e) damage to, or loss or destruction of, any real, tangible, or intangible property caused in whole or in part by the tortious conduct of Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Provider.

**17. Intellectual Property Indemnification by Provider.** Provider shall defend, indemnify and hold harmless City Indemnitees, from and against any and all Losses arising from Third Party Claims that the Deliverables or Software or any other item, provided or used under this Agreement by Provider (or any Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Deliverables or Software provided by Provider infringes or misappropriates the Intellectual Property Rights of a third Party. If any Deliverable, Software or other item provided by Provider hereunder is held to constitute, or in Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (a) procure the right for City Indemnitees to continue using such Deliverable, Software or other item; (b) replace such Deliverable, Software or other item with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Deliverable, Software or other item; (c) modify such Deliverable, Software or other item, or have such Deliverable, Software or other item modified, to make it non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the Deliverable, Software or other item; or (d) create a feasible workaround that would not have any adverse impact on City.

**18. Limitation of Liability.**

18.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED

“GENERAL INDEMNIFICATION BY PROVIDER” AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the Section entitled “Confidential Information;” or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or sensitive security information, regardless of the manner in which such damages are characterized.

19. Insurance and Bonding Requirements. Provider shall comply with the insurance and bonding requirements set forth on **Appendix B.**

20. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

21. Termination.

21.1 Termination by City for Cause. City may at its option, by giving written notice to Provider, terminate this Agreement:

- (a) for a material breach of the Contract Documents that is not cured by Provider within seven (7) days of the date on which City provides written notice of such breach;
- (b) immediately for a material breach of the Contract Documents by Provider that is not reasonably curable within seven (7) days;
- (c) immediately upon written notice for numerous breaches of the Contract Documents by Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Provider’s performance; or
- (d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Provider’s obligations under this Agreement or is in violation of any City ethics ordinances.

21.2 (reserved)

21.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Provider, if Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy, seeks reorganization, or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

21.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Provider waives any claims for damages, including loss of anticipated profits. As Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Provider in its business within thirty (30) days following termination. If requested, Provider shall substantiate such costs with proof satisfactory to City.

21.5 Termination for Lack of Appropriations. If during the Term of this Agreement, legislation establishing a Master Maximum Payment for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Master Maximum Payment has been legislatively authorized.

21.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination or (b) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Provider shall immediately: (a) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (b) inventory, maintain and turn over to City all Services Work Product, licenses, equipment, materials, plant, tools, and property furnished by Provider or provided by City for performance of the terminated Services; (c) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (d) comply with all other reasonable requests from City regarding the terminated Services; and (e) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

22. Dispute Resolution.

22.1 All disputes under the Contract Documents or concerning the Services shall be resolved under this Section and **Exhibit E-Dispute Resolution Procedures**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such

dispute unless, during that time, this Agreement terminates or expires and except to the extent the issue in dispute precludes performance.

22.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

22.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

22.4 Equitable Remedies. Notwithstanding the other provisions, the Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning: **(a)** Confidential Information; **(b)** Intellectual Property Rights; **(c)** Personal Data; or **(d)** other matters for which equitable rights are expressly provided in this Agreement, money damages would be an inadequate remedy and the other would be irreparably harmed. Accordingly, either party may seek a preliminary or permanent, mandatory or prohibitory, injunction or such other order of a court of competent jurisdiction.

## 23. General.

23.1 Division of Agreement. The division of this Agreement into sections, subsections and exhibits, the division of exhibits of this Agreement into sections and subsections, and the insertion of headings in this Agreement are for convenience of reference only and will not affect its construction or interpretation.

23.2 References. Unless otherwise provided to the contrary: **(a)** all references to days, months, quarters or years will be deemed references to calendar days, months, quarters or years, **(b)** any reference to a "Section," or "Exhibit" will be deemed to refer to a section or of the document containing the reference or an Exhibit to the document containing the reference; **(c)** any reference to a Section or subsection will be deemed to include all subsections and paragraphs of such Section or subsection; and **(d)** any reference to an Applicable Law will be deemed to include any amendment or modification to such Applicable Law and any rules or regulations promulgated thereunder or any Applicable Law enacted in substitution or replacement therefor. Unless the context otherwise requires, as used in this Agreement, all terms used in the singular will be deemed to refer to the plural as well, and vice versa, and each gender will be deemed to refer to and include the other. Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Whenever the word "or" is used in this Agreement, it will be deemed not to be exclusive. Whenever the term "good faith" is used with respect to a performance obligation of a Party, it will be deemed to mean that such Party will use commercially reasonable efforts on a diligent basis (and the Party may act in its own self-interest). References to "\$" or "dollars" will be deemed a reference to United States dollars unless otherwise specified. Unless otherwise indicated, all accounting terms, ratios and measurements shall be interpreted or determined in accordance with United States GAAP as in effect on date hereof.

23.3 Notices. Any notices under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement or, if applicable, to the City's

Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

23.4 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

23.5 Assignment. Neither this Agreement, nor any rights or obligations under it, may be assigned by Provider in any manner without the prior written consent of City and any attempt to do so without such written consent shall be void ab initio.

23.6 Publicity. Provider shall not make any public announcement, communication to the media, take any photographs, or release any information concerning City, the Services or this Agreement without the prior written consent of City.

23.7 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

23.8 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

23.9 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

23.10 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning shall survive the expiration or termination of this Agreement.

23.11 Independent Providers. Provider is an independent consultant of City and nothing in this Agreement shall be deemed to constitute Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

23.12 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

23.13 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

23.14 Unauthorized Goods or Services. Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Provider. Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

23.15 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

**CITY OF ATLANTA:**

**[SERVICE PROVIDER]:**

By: \_\_\_\_\_

Mayor

By: \_\_\_\_\_

President/Vice President

**ATTEST:**

**ATTEST:**

\_\_\_\_\_

Municipal Clerk (SEAL)

\_\_\_\_\_

Corporate Secretary/Asst. Secretary  
(affix seal)

**RECOMMENDED:**

\_\_\_\_\_

Atlanta Police Department

**APPROVED:**

\_\_\_\_\_

Chief Procurement Officer

**APPROVED AS TO FORM:**

\_\_\_\_\_

Assistant City Attorney

**Attachment No. 3**

**Exhibit A**  
**Scope of Services**

**Exhibit A**  
**Scope Of Services - Body Camera and Video Management System**

The Atlanta Police Department (“APD”) is requesting proposals from qualified Proponents (“Proponents”) who manufacture and have implemented or Proponents who have implemented a fully functional and ready for operational use body camera and video management system. The Proponents must have a proven track record of successfully implementing at least three (3) Body Camera and Video Management Systems for police or public safety departments comparable in size to that of the City of Atlanta (“City”). The system will capture audio and video from the officer’s perspective and must be designed to archive, manage, and quickly retrieve video data that meets or exceeds local, state, and federal evidentiary standards.

Proponent shall provide the hardware, software, and related technical support services necessary for a successful implementation, which includes onsite training and certification, as required. APD is looking for a turnkey Proponent. APD desires to implement a Pilot before it does a Full Implementation of the Body Camera and Video Management System. The Pilot will equip approximately ten (10) percent of APD’s Police Officers. This number will not exceed 200 officers.

Proponent shall provide a Project Manager, System Implementation Manager, Trainer, and additional support staff responsible for the overall execution of the Proponent’s specific tasks. The Project Manager must have successfully managed two (2) comparable implementations and shall serve as the primary point of contact for the City’s Project Manager. Within 2 weeks of the Notice-to-Proceed, the Proponent must provide a Project Schedule and must provide an updated schedule and progress report each week until final acceptance by the City. The Project Schedule must indicate the deliverables and milestones for a successful implementation within thirty (30) days after Notice-to-Proceed.

For calculation purposes, assume that 40 is the estimated maximum number of cameras to be uploaded per precinct per shift.

Section 1

Proposal Requirements and Response

Outlined below is a format to be used for **Volume III Technical Approach**.

- Title Page
- Table of Contents
- 1.0 Executive Summary
- 2.0 Company Background and Information
- 3.0 Proposed Application Software and Computing Environment
- 4.0 Database Software
- 5.0 Optional Software or Hardware
- 6.0 System Security
- 7.0 Responses to Requirements for Body Cameras
- 8.0 Responses to Requirements for Storage System (Onsite or Cloud)
- 9.0 Implementation Support and Training
- 10.0 Maintenance Program
- 11.0 Client References
- 12.0 Oral Presentation /Demonstration
- 13.0 Testing Period
- 14.0 Cost Quotations

## 15.0 Attachments

### 1.0 Executive Summary

The Proponent must provide a brief narrative highlighting the Proponent's proposal. The summary should be free of technical language except where required to illustrate any significant features or capabilities that strongly differentiate the solution from other Proponent's solutions. The narrative should not exceed four (4) pages and should illustrate in plain language the benefits of the proposed system.

There should be no cost quotes in this section.

### 2.0 Company Background and Information

The Proponent must provide the Company's financial stability and history regarding their Body Worn Camera solutions, as well as important details such as when the company was founded and notable milestones. The Proponent should describe their business history for the last (five) 5 years providing Body Worn Camera Implementation to at least three (3) Police Departments of Public Safety Departments comparable in size to the Atlanta Police Department. You must include a description of the communities that include, but not limited, to population size, geographic area, number of precincts, size of the precincts and the number of camera activation. APD reserves the right to contact these references to acquire additional information to render an award. References will consist of public safety departments who are currently using the Proponents Body Camera and Video Management System.

In this section, the Proponent should also include the following information:

- Resumes of key staff to be assigned to the project. At a minimum, the Key Staff should include the Project Manager, System Implementation Manager, Trainer. The Key Staff should have at least one (1) successful implantation of the Proponent's Proposed Body Camera and Video System. Please provide the reference and contact information of the implementation for the Key Staff.
- Documentation that assigned staff is current in all certifications as required by the manufacturer(s) of any proposed equipment.

Supporting documentation should be included in Section 15.0 Attachments.

### 3.0 Proposed Application Software and Computing Environment

The Proponent must present, in detail, the technical features and capabilities of the proposed solution. In this section, the Proponent will outline the software, networking, and hardware requirements for their proposed solution. The Proponent must describe in detail the following requirements:

- Network/bandwidth
- Storage Capacity
- Power supply
- Hardware
- Software

#### 4.0 Database Software

The Proponent must present, in detail, what database technologies are being proposed for the video management system. The Proponent must list any additional products that are required for full functionality such as compatible operating systems, hardware, browsers, browser add-ons (Flash for example), or optional end-user software.

#### 5.0 Optional Software or Hardware

The Proponent may provide recommendations, including the costs that are not included in the attached Cost Schedule Form. This may include such things as accessory kits for mounting cameras, reporting software, etc.

#### 6.0 System Security

The Proponent shall provide a detailed description of the security features of their proposed solution, while paying special attention to any unique security features provided by their solution, i.e. video hashing, encryption, etc. The description shall provide a detailed explanation of how video integrity and security is maintained during transit and while stored. The solution must meet the International Association of Chiefs of Police (IACP) Security Standards.

The Proposed Body Camera must be compatible with the APD's Current Uniforms. The City has Uniform Contracts and the contractors are providing the uniforms and equipment according to the City's Specifications. Additionally, officers currently have an allocated number of uniforms and the City does not wish to replace these uniforms or incur additional cost to modify the uniforms to accommodate the Proposed Body Camera.

#### 7.0 Responses to Requirements for Body Cameras

The Proponent must provide a detailed response to each of the specifications listed in Section 2 Table 1.

#### 8.0 Responses to Requirements for Storage System (Onsite or Cloud)

The Proponent must provide a detailed response to each of the specifications listed in Section 2 Table 2A and/or 2B, as applicable.

#### 9.0 Implementation Support and Training

The Proponent must explain the processes and services required to implement and train the APD End Users, while paying particular attention to the following areas:

- Level of expertise required of City staff for proper use and data management
- Estimated number of City staff required for proper maintenance and data management
- Expected number of City work hours required for full deployment
- Detailed description of included implementation services
- Alternate/Supplemental training available, including associated costs

#### 10.0 Maintenance Agreement

The Proponent must detail the service level agreement, including expected response time, turnaround time, quality of service, equipment replacement policies, as well as a breakdown of the maintenance costs for a five year period.

#### 11.0 Client References

The Proponent must provide the City with at least three (3) police departments that are current customers and who have their proposed Body Worn Camera systems in operation for at least six

(6) month.. These references must be agencies as similar in size and complexity to our environment as possible. Proponents must provide contact information for each of the departments listed. Supplemental documentation should be included in Section 15.0 Attachments.

#### 12.0 Oral Presentation or Demonstration:

The Proponent will be required to give an Oral Presentation or Demonstration of their proposal to the City. This provides an opportunity for the Proponent to clarify or elaborate on particular items in their proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentation/Demonstrations are an option of the City and may or may not be requested. If so, the Oral Presentation or Demonstration will occur the day after the Proposals are due. Proponents should be prepared to conduct such upon short notice.

#### 13.0 Testing Period

The Proponent shall agree to an optional 2 week test period, which will allow the City to evaluate the following:

- Ease of use
- Camera functionality
- Video download capability
- Approach to evidence disk creation
- Video Management System (VMS) interface

#### 14.0 Cost Quotations

The Proponent must provide the breakdown of the costs, including hardware, software, services, and a five year maintenance agreement. This must include separate cost itemizations for installation, testing and cost of equipment and materials to be installed. The costs quotations should be clearly indicated as per unit or per lump sum. Upon review, the City may require the Proponent to provide supplemental information and/or provide written clarification on costs quotations.

#### ***Software License Agreements:***

The Proponent is required to disclose any license agreements and/or fees, particularly any recurring, annual fees that are required for the proposed solution to be fully functional. All third party software such as SQL, Oracle, ESRI, or other nationally recognized service charges will be provided as part of the contract and must be fully disclosed so the City can make an informed decision.

***Proponent shall provide a detailed description of any additional costs the City should reasonably expect to pay for all aspects of the Proponents Body Camera solution. Additionally, the Proponent warrants that the City will incur no additional costs, either on a one-time or continuing basis other than those specified in the Proponent's Proposal.***

#### 15.0 Attachments

The Proponent may include any supplementary documentation such as sample training manuals, reports, etc.

**Attachment No. 4**

**Exhibit A.1  
Cost Proposal**

**Exhibit A.1 - Cost Proposal**

**FC-8342, Body Camera and Video Management System**

The summary below reflects projected City costs for system acquisition and implementation. Supporting detail must be attached describing hourly rates, perform cost, projected expenses, licensing structure for each component, of both server and client software, discounts, and any other information that will verify your commitment to remain in line with industry standards for Body Camera and Video Management System.

The total cost to the City **must** be inclusive of all software upgrades, required updates and patches associated and required for the successful management of the proposed Body Camera and Video Management System.

<b>ITEM</b>	<b>COST</b>
110 Body Cameras	_____
License Fee	_____
First Year Maintenance	_____
Cost to Implement Each Camera Post Go live	_____
Additional License Fee Post Go Live	_____
Training and User Technical Documentation	_____
Travel Expenses	_____
Annual Software Maintenance and Support (to include upgrades)	_____
Annual Hardware Maintenance	_____
Other (Attach separate detailed analysis)	_____
<b>TOTAL PROPOSAL AMOUNT:</b>	_____

**Yes, I agree to honor the above-referenced Rates:**

**Print Name:** \_\_\_\_\_  
**Official Title:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Corporate Proponent:  
[Insert Corporate Name]

Non-Corporate Proponent:  
[Insert Proponent Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Corporate Secretary/Assistant  
Secretary (Seal)

Notary Public (Seal)  
My Commission Expires:

**Attachment No. 5**

**Appendix A**  
**Office of Contract Compliance Policy Statement**

## FC# 8342 – Body Cameras and Video Management System

### Equal Business Opportunity (EBO)/Small Business Enterprise (SBE)/Disadvantaged Business Enterprise (DBE) Policy

It is the policy of the City of Atlanta to actively promote full and equal business opportunity for small, disadvantaged, minority, and female business enterprises through the City's SBE and EBO programs, as well as the administration of the federal DBE program. It is also the policy the City of Atlanta to actively promote equal employment opportunities for disadvantaged, minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap upon or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Small Business Enterprise Programs is to mitigate the present and ongoing effects of the past and present discrimination against women, minority, disadvantaged, and small business so that opportunity - regardless of race, gender, or firm size - will become institutionalized in the Atlanta marketplace. It is important to note the City of Atlanta's Diversity Program requirements at the time of the project bid.

Although the City's diversity inclusion programs have been waived for this particular procurement, all proponents for FC# 8342 – Body Cameras and Video Management System are strongly encouraged to make an effort to address the City of Atlanta's EBO objectives.

Additionally, projects are reviewed on a case by case basis to determine if it is necessary to require proponents to make good faith efforts to form joint venture teams comprised of at least one minority and/or female owned firms(s) certified as such by the City of Atlanta's Office of Contract Compliance. In the event that such a determination is made at any future stage, or if proponents so choose to pursue a joint venture arrangement of their own volition, the submitted proposal must include a copy of the Joint Venture agreement. The Joint Venture agreement should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
- The sharing of the right to control ownership and management of the joint venture.
- A detailed description of the discrete portion of work or tasks that will be performed by each of the venture partners.
- The method of and responsibility for accounting.
- The method by which disputes are resolved.
- All other pertinent factors of the joint venture.

In addition to encouraging a Joint Venture relationship, the City of Atlanta seeks to remedy the effects of past discrimination and/or promote equal opportunity by establishing specific small, minority and female subcontractor, and supplier participation

objectives for every eligible City contract over \$100,000. Every bidder for this solicitation that chooses of their own volition to seek certified City Atlanta firms to serve as a subcontractor should submit documentary evidence of good faith outreach efforts with their proposal. The details of a typical Subcontractor Project Plan are set forth below:

#### **DBE, SBE or EBO**

In the Subcontractor Project Plan, the proponent must identify the certified disadvantaged, small, or minority/female owned businesses (depending on program applied if applicable) that it intends to use. The plan should specifically indicate the nature and amount of the subcontracting and/or supplies contemplated. The plan should also detail the company name, contact person, address, telephone number, work or supply description, and subcontract or supply dollar amount for each business enterprise (disadvantaged, small, non-minority, minority, or female owned) to be utilized on the project.

Every proponent is also encouraged to comply with two additional components of the City of Atlanta's diversity program initiatives. These two additional components are:

#### **Equal Employment Opportunity Plan (EEO)**

Every bidder's workforce should reflect the demographic characteristics of the available pool of labor skills normally utilized by the bidders. A Contract Employment Report describing the demographics of the bidder's workforce shall be submitted prior to the execution of a contract with the City of Atlanta.

#### **First Source Jobs Policy Agreement (FSJ)**

The First Source Jobs Program was created to provide employment opportunities to unemployed residents of the City of Atlanta. Every bidder must agree to make a good faith effort to fill at least 50% of all entry level positions created by the award of this contract with First Source Jobs Program participants.

Questions regarding any of this information may be directed to the Office of Contract Compliance, Larry Scott - Director at (404) 330-6010.

**Attachment No. 6**

**Appendix B**  
**Risk Management Requirements**

## APPENDIX B

### INSURANCE REQUIREMENTS

#### FC-8342, Body Worn Cameras and Video Management

##### A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance requirements contained in this Appendix B and applicable to the agreement.**

##### 1. Evidence of Insurance Required Before Work Begins

**No work under the agreement may be commenced until all insurance requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City.** Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

##### 2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management  
68 Mitchell St. Suite 9100  
Atlanta, GA 30303  
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. . . . . **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	<b>\$1,000,000 each accident</b>
Bodily Injury by Accident/Disease	<b>\$1,000,000 each employee</b>
Bodily Injury by Accident/Disease	<b>\$1,000,000 policy limit</b>

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Use of Fire Arms
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations
- Additional Insured Endorsement\* (primary& non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

## **Attachment No. 7**

### **Appendix E Additional Required Submittals**

- **Minimum System Requirements Questionnaire**

**Appendix E.1**  
**Minimum System Requirements Questionnaire**

**Body Camera Specifications**

**Instructions:**

Answer "Y" if your system currently supports this specification.

Answer "N" if your system does not currently support

Answer "M" if you can modify it or are planning on making such modifications. If you answer "M", you must indicate on a separate sheet, how much time it will take, and how much money it will cost to make this change.

<b><u>Function</u></b>	<b><u>Proponent Response</u></b>
Minimum video resolution of 640 x 480	
Field of View: at least 75 degrees	
Camera system meets MIL-STD 810F Rain and Blowing Rain	
Operating temperatures: 0 to 140 degrees Fahrenheit	
Equipment shall withstand a drop of up to six (6) feet without a protective case, sheath or carrying case	
Configurable A/V Settings: (variable settings adjust for quality and size of data)	
Pre-event buffer: Captures no less than 30 seconds prior	
Battery life: minimum 12 hours for each piece requiring battery	
Power activation: shall have a switch	
Entire system weight: 8 ounces or less	
Adjustable audio tones to alert user of usage and low battery	
Multiple mounting options: torso, head, shoulder, helmet, ball cap, car dash, and sunglasses mount available.	
Ability to show current battery level and operational status	
Record activation: push button, shall not be easily activated by mistake	
GPS tagging of videos	
Officer Point of View Mounting	
Charging via USB, wall charger, vehicle charger	
Ability to playback video on smart phones, tablets, or Windows pcs	
Recording time: Minimum 8 hours	
Data protection: Officer may not delete or edit audio/video from device	
Automated upload to management/storage system	
Camera can charge and upload data simultaneously	
During the Maintenance Period, all replacement cameras will be the most current comparable model available.	
Low light capability: $\leq .1$ lux. The goal is to have a camera that closely matches the capability of human vision	