



**REQUEST FOR PROPOSAL
JULY 2024**

PUBLIC SAFETY CAMERA NETWORK SYSTEM PROJECT

CITY OF BRUNSWICK, GEORGIA

Project ID: RFP 2025-001

Proposal Available: Wednesday, July 3, 2024 5:00 PM (EST)

Proposals Due: Friday, August 30, 2024 5:00 PM (EST)

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SECTION I - INTRODUCTION

1. PURPOSE

The City of Brunswick, Georgia is soliciting competitive sealed proposals from qualified vendors that specialize in installing Automated License Plate Reader Cameras (ALPR) and Closed-Circuit Television Cameras (CCTV). The City's objectives are to set up Real-Time ALPR and CCTV cameras in strategic locations throughout the city using a single video management platform equipped with modern technology and software to closely monitor and minimize criminal activity and enhance public safety. The selected firm must also provide training in the operation of the system and must be able to trouble-shoot and repair the system in the event of problems. The State of Georgia's Office of Planning and Budget Community Violence Reduction Grant Program is funding this project. All Federal Procurement Title 2 C.F.R. Part 200 Audit Requirements will apply.

2. BACKGROUND

Brunswick is a city located in southeast Georgia and the county seat of Glynn County. As the primary urban and economic center of the lower portion of Georgia, it is the second-largest urban area on the Georgia coastline after Savannah and contains the Brunswick Old Town Historic District along with a port that is one of the nation's most productive ports on the Atlantic coast. Known as the historic city by the sea, Brunswick is comprised of twenty-five square miles of upland, a wide variety of marshlands and a multitude of open water. After celebrating over 250 years of prosperity, the City of Brunswick remains a thriving, picturesque community that is the center for festivals, cultural events, art, and commerce for Glynn County and the Golden Isles. The Port city has something for everyone whether they come to work, live, play, shop, or worship. With a growing population of hundreds of businesses including offices, shops and restaurants, highly educated workforce, superb location and high quality of life, Brunswick is "The Place for Business".

3. CONTACT PERSON

The contact person for this RFP is Raquel McCray, Purchasing Agent, (912) 267-5538, or rmccray@cityofbrunswick-ga.gov. Inquiries regarding the meaning or interpretation of the RFP must be requested from the contact person, in writing via email at rmccray@cityofbrunswick-ga.gov no later than 5:00pm on Tuesday, August 6, 2024. Vendors are encouraged to contact **only** the contact person stated above to clarify any part of this RFP. All answers and questions will be posted to the City's website <https://www.brunswickga.org/rfps> no later than Friday, August 9, 2024. Answers to questions submitted will be treated as an addendum. It is the bidder's responsibility to seek clarification as early as possible prior to the opening of proposals and to monitor the City of Brunswick website for any changes or updates. Proposers who obtain this Request for Proposal from the City's website or the Georgia Procurement Registry,

<https://ssl.doas.state.ga.us/gpr/> are advised to re-visit both websites to obtain any addenda which may be issued prior the proposal closing date. The City of Brunswick assumes no responsibility for Proposer’s failure to acknowledge any addenda issued.

4. RESTRICTIONS ON COMMUNICATIONS

From the issue date of this Request for Proposal until a contractor is selected, and the award is announced, Vendors are not allowed to communicate with any City staff or elected officials regarding this project except through the Purchasing Agent named herein, at the Pre-Proposal Meeting or as provided by existing work agreement(s). The City reserves the right to reject the submittal of any Vendor for violating this provision.

SECTION II - INVITATION FOR PROSPECTIVE BIDDERS

5. INVITATION

The City of Brunswick is soliciting competitive sealed proposals from qualified Vendors to design, furnish, install, and support a complete and comprehensive Public Safety Camera Network System. Proposals for this project must be returned in a sealed envelope or container marked on the outside with the offeror’s name and address and labeled, **“RFP 2025-001 Public Safety Camera Network System.”** Proposals will be received until **5:00 PM, legal prevailing time on Friday, August 30, 2024.** Hand delivered copies may be delivered to the address below **ONLY** between the hours of 8:00 AM and 5:00 PM Monday through Friday, excluding holidays observed by the City of Brunswick. Regardless of postmark or method of delivery, the Purchasing Office must receive bid packages no later than the time and date listed above. Any proposal received after this date and time will not be accepted.

Envelopes or containers containing separate technical and fee proposal must be sealed, and addressed to:

**City of Brunswick City Hall
Finance Department, Purchasing Office
First Floor
601 Gloucester Street
Brunswick, GA 31520
Attention: Raquel McCray**

A pre-proposal meeting to respond to all inquiries with regards to this project will be held at 10:00 AM, Friday, July 19, 2024, in the City of Brunswick Conference Room located on the Second Floor of the City Hall Building, 601 Gloucester Street, Brunswick. While this meeting is optional, it is highly recommended that Vendors attend to ask questions. Non-attendance on

the part of the bidder shall not relieve the bidder of any responsibility for adherence to any provisions of this bid package.

Attached hereto is the Request for Proposal (RFP) instruction document. Proposals should include all requested information as stated in this RFP. The written requirements contained in this (RFP) shall not be changed or superseded except by written addendum from the City of Brunswick Purchasing Division of the Finance Department. Failure to comply with the written requirements for this proposal may result in rejection of the proposal by the City of Brunswick.

The Bidder's response should include **one (1) USB Flash drive with a PDF copy of the Technical Proposal WITHOUT FEE PROPOSAL, one (1) bound original printed copy without pricing and five (5) bound printed copies. One (1) printed copy of FEE PROPOSAL should be in a separate sealed envelope.**

Proposals submitted by the deadline will be publicly opened and read aloud at 2:00 PM Tuesday, September 3, 2024. Proposals are legal and binding upon the bidder when submitted. No bid may be withdrawn after closing for a period of 30 calendar days.

Selection criteria are outlined in the request for proposal documents. The City of Brunswick Board of Commissioners reserves the right to reject all proposals, to waive any technicalities or irregularities, and to award the contract based on the highest and best interest of the City of Brunswick.

It is the policy of the City of Brunswick that no person or business shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract or subcontract on the grounds of race, color, creed, national origin, age, or sex.

Sincerely,
Raquel Jeffreys McCray
Purchasing Agent
The City of Brunswick Board of Commissioners

SECTION III - GENERAL RFP INFORMATION

6. RFP SCHEDULE OF EVENTS

ACTIVITY	DATE/TIME
Proposal Documents Available	Wednesday, July 3, 2024, at 5:00 PM
Pre-Proposal Meeting (Non-Mandatory)	Friday, July 19, 2024, at 10:00 AM Conference Room located on the Second Floor of the City Hall Building, 601 Gloucester Street, Brunswick, GA 31520.
Deadline to Submit Written Questions (via e-mail)	Tuesday, August 6, 2024, by 5:00 PM
Response to Written Questions (posted on website)	Friday, August 9, 2024, by 5:00 PM
Deadline for Receipt of Proposal	Friday, August 30, 2024, by 5:00 PM
Bid Opening	Tuesday, September 3, 2024, at 2:00 PM
Proposal Evaluation & Committee Review	September 4 through September 13, 2024
Interviews for Selected Firms	September 16 through September 20, 2024,
Final Selection of and Notification to Selected Vendor	October 4, 2024
Tentative Contract Award Date	Monday, October 7, 2024

The City reserves the right, at its sole discretion to adjust this schedule, as it deems necessary without prior notice. Notification of any adjustment to the schedule will be provided as an Addenda. It shall be the Vendor's responsibility to check regularly for addenda, clarifications, and other notices that may be pertinent to this project.

7. EXCEPTION TO RFP

Each Vendor shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the Vendors' inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the proposal. All exceptions taken must be identified and explained in writing in your RFP response and must specifically reference the relevant section(s) of this RFP. If the Vendor provides an alternate

solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Vendor's solution must be explained in detail. **The City of Brunswick welcomes innovative suggestions and recommendations from Vendors that will ensure a 100% successful project.**

8. VENDOR MINIMUM QUALIFICATIONS

Vendors must submit information that demonstrates and provides evidence that it has the full spectrum of capabilities, experience, and staff and expertise to perform the services described in this RFP. The Vendors responding to this RFP must:

- A. Demonstrate experience in projects that are comparable in size and scope to the proposed system.
- B. Have sufficient, competent, and certified technicians trained in all aspects of design, maintenance, and installation of security camera systems.
- C. Have the necessary credentials, licensures, etc. (if applicable) that govern the services provided and adhere to all applicable local, state, and federal laws.
- D. Be able to provide three references.
- E. Provide proof of the minimum insurance requirements

9. PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall be prepared to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. Vendors are requested to provide as much relevant detail as possible regarding the scope of services, design approach, system functionality, and security of the system, and their capability and experience. The City of Brunswick will utilize evaluation and selection criteria to determine an acceptable vendor.

All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal format should be organized as follows:

1. **Transmittal letter** - A brief cover letter of introduction and interest.
2. **Table of Contents** - Including all sections and subsections.
3. **Business Information** - State the full name and address of the organization that will perform the services described in this proposal. Include telephone number, the point of contact and official signature of an authorized company representative. Indicate whether you operate as a single proprietorship, partnership or corporation. Include the state(s) in which you are incorporated and/or licensed to operate.

4. **The following information arranged in tab format:**

TAB #	TITLE
1	Proposed System Specs and Details
2	Vendor Background and Qualifications
3	Vendor's Experience and Client References
4	Other Required Forms and Attachments
Separate Sealed Envelope	Price Proposal

A. PROPOSED SYSTEM SPECIFICATIONS AND DETAILS (TAB 1)

The Vendor shall provide details to demonstrate that the system they are proposing meets, or exceeds the requirements spelled out in the statement of work. The vendor shall submit a product list for each location. **Include product availability and installation schedule.**

B. VENDOR BACKGROUND AND QUALIFICATIONS (TAB 2)

The Vendor shall include sufficient information to allow the City to assess the Vendors' qualifications and determine the Vendor's stability as well as the ability to support the commitments outlined in response to this RFP. The Vendor shall address the minimum vendor qualifications cited in this document and may also include additional information. Include an organization chart and summary resumes of key personnel proposed for the project, including designations of the team leader, the consultant responsible for design, the project architect, the person responsible for all proposed communication with the Owner and all proposed sub-consultants and a description of their roles.

C. VENDOR'S EXPERIENCE AND CLIENT REFERENCES (TAB 3)

The Vendor shall list previous experience or similar projects. On each project, briefly state the scope of work, completion date, owner, and other pertinent information. References may be contacted by the City of Brunswick to assist with the evaluation of experience, expertise, and customer satisfaction. Provide three (3) client references from customers for whom the Vendor is currently or has previously provided products and services as required in this RFP, within the last five (5) years. The Vendor References Form is provided in this document.

D. OTHER REQUIRED FORMS AND ATTACHMENTS (TAB 4)

Please provide all other required forms and attachments (E-Verify, proof of insurance, etc.).

E. PRICE PROPOSAL (SUBMITTED IN A SEPARATE SEALED ENVELOPE)

The Vendor is to present their price proposal as requested. One (1) printed copy of the cost proposal should be in a separate sealed envelope.

SECTION IV: INSTRUCTIONS TO BIDDERS

10. SITE VISIT

Proposers are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event, shall failure to inspect the site constitute grounds for a claim after contract award. The Proposer shall confine its examination to the specific areas designated for the proposed installation, including public rights of way. The Proposer is solely responsible for any damage caused by its examination of the site.

Note: The City of Brunswick has done due diligence on every intersection listed below. A complete list of intersections, the number of poles located at each intersection, the type of pole, the owner of the pole, whether the pole has power, and the direction the cameras should face (in relation to the pole) can be acquired by requesting the information from Purchasing Agent Raquel McCray at rmccray@cityofbrunswick-ga.gov.

11. ALTERNATE PROPOSALS

Alternate proposals or proposals that deviate from the requirements of this solicitation will not be considered. Offerors shall not insert in their proposal any written statement which will have the effect of making any material change or changes in the Scope of Work or in any contract between the parties covering subject matter thereof.

12. SUBMISSION OF PROPOSALS

Proposals shall be submitted by mail by 5:00 PM on Friday, August 30, 2024, as indicated in the Invitation. The City of Brunswick will not accept late Proposals. Proposers are reminded that documents and information in the possession of The City of Brunswick will be treated as confidential/proprietary information only to the extent permitted by the Georgia Open Records Act and will be exempt from disclosure to a third party only to the extent permitted by the Georgia Open Records Act. Should you believe that your Proposal contains any trade secrets you must submit an affidavit, along with the Proposal, that states that specific portions of the Proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore, the affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc.) the portions of the Proposal containing any trade secrets.

13. PROPOSAL FORM

Proposals shall be submitted by mail. The Proposer will submit a TECHNICAL PROPOSAL, and a separate FEE PROPOSAL as indicated in the Invitation. For fee proposals, prices shall be based upon unit prices for estimated quantities except where Proposal items require a lump sum. Where errors or omissions result in discrepancies in the Proposal totals, prices per unit as submitted will be binding. Final payment will be based upon actual in-place measured quantities, except where lump sums are requested for Proposal items.

14. GIFTS, REBATE, GRATUITIES

Acceptance of gifts from bidders is prohibited. No officer or employee of the City of Brunswick shall accept or receive, directly or indirectly, from any person, firm, or corporation to whom any contract for the purchase of materials, supplies, or equipment may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation. Bidding by City of Brunswick employees is prohibited. It is unlawful for any city official or employee to bid on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the city during the tenure of his or her office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the city.

15. GEORGIA OPEN RECORDS ACT

Information submitted by a vendor in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. In accordance with OCGA Section 50-18-72(a)(34) any trade secrets obtained from a person or business entity that are required by law, regulation, bid, or request for proposal to be submitted to an agency. **An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10.** If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency decides that the specifically identified information does not in fact constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency decides that the specifically identified information does constitute a trade secret, the agency shall

withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure.

SECTION V: GENERAL TERMS AND DEFINITIONS

16. GENERAL TERMS AND DEFINITIONS

- **Addenda**

Supplemental written specifications or drawings issued prior to execution of the contract which modify or interpret the project by addition, deletion, clarification, or corrections.

- **Bid**

A submission from a supplier or vendor containing a cost estimate for goods or services, usually in response to a business' invitation to bid.

- **Bid Award**

Also known as a contract award, this is the final phase of the bidding process, in which the buyer chooses a winning bidder and enters into a contract with their organization. These awards are legally binding source documents containing terms, conditions, and pricing of the goods or services.

- **Bid Evaluation**

The procurement administrator's process of comparing supplier offers in order to choose the best offer for goods or services. Evaluation criteria include compliance with technical requirements, price, and quality.

- **Bidder**

Individual, partnership, corporation, or a combination thereof, including joint ventures, offering a bid to perform the work.

- **Change Order**

An official source document making an alteration to a previously signed purchase order or contract for work. A change order should include a detailed description of the change, the new terms, and the new price.

- **Compliance**

The adherence to contract guidelines set up by the procurement department. It is crucial to spending control and protects organizations from fraud. Successful compliance is a result of many intentional measures, including defined metrics, well-developed policies, and continued efforts to refine the compliance strategy on an ongoing basis.

- **Contract**

A legally binding agreement between a buyer and a seller. By providing agreed-upon terms, contracts protect both entities.

- **Contract Documents**

Vendor's Bid, Addenda to the Contract, Notice of Award, Notice to Proceed, Bonds, Drawings, Change Orders, Work Change directives.

- **Contract Drawings**

The drawings that together describe the details of what the contractor is to furnish and build under the contract.

- **Contract Price**

The price of a contract paid to the Contractor which has been agreed upon under the terms and conditions of the contract.

- **Contract Time**

The number of days, as outlined in the contract between the start date and specific end date.

- **Contractor**

Person, business, or entity that enters into a legally binding contract to perform a service or do a job.

- **Contractor's Plant and Equipment**

Referring to the tools, machinery, and equipment brought to the site in connection with the performance of the work; whether owned, hired or leased by Contractor or a Subcontractor. The Contractor's and subcontractor's personnel shall not be permitted to park their cars on Owner's property except in the area designated for construction. The General Contractor shall see that this restriction is enforced.

- **Deliverables**

Products or services purchased by the Vendor for internal use.

- **Engineer/Architect**

Within the contract, it shall be understood the Engineer/Architect represents the Owner.

- **Fee**

Dollar amount inclusive of all Proposer's costs including overhead, insurance, labor, equipment, advertisements, etc.

- **Final Completion**

The project closeout phase when the Owner determines the project to be 100% completed, punch list work included and requires no additional work. Usually, the point where the Contractor satisfied any remaining contract terms and requirements, and the Architect or Project Manager perform the final inspection.

- **Owner**

City of Brunswick Board of Commissioners Brunswick, Georgia.

- **Project Manager**

Person(s) responsible for the day-to-day planning, organizing, managing, and tracking the project from start to finish.

- **Punch List**

A document that lists all tasks that need to be completed before a project is considered complete. The list will be prepared by the Engineer/Architect.

- **Request for Proposal (RFP)**

A business document that announces a project, describes it, and solicits bids from qualified contractors to complete it.

- **Sealed Bid**

Procurement method used primarily by the government in which all bids remain sealed, or unreviewed, until after the submission deadline has passed in order to ensure fairness and transparency in the bidding process. Sealed bids are used most often when the determining criteria is lowest price.

- **Statement of Work**

A document describing the requirements for a service to be performed and the method to be used.

- **Substantial Completion**

The phase when a project is deemed sufficiently completed in accordance with the Contract Documents so that the Owner can use it for its intended purpose.

- **Substantial Completion Date**

The date shown on the Certificate of Substantial Completion that triggers a punch list of work to be completed before Final Completion is accepted.

SECTION VI: CONDITIONS AND PROVISIONS

17. JOINT VENTURE CONTRACTOR

In the event the Contractor is a joint venture of two or more contractors, the grants, covenants, provisos and claims, rights, power, privileges, and liabilities of the contract shall be construed and held to be several as well as joint. Any notice, order, direct request, or any communication required to be or that may be given by the Engineer/Architect to the Contractor under this contract, shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons. Any notice, request, or other communication given by any one of such persons to the Engineer/Architect under this Contract shall also be given to the Owner and shall be deemed to have been given by and shall bind all persons being the Contractor.

18. AWARD OF CONTRACT

As soon as possible, and within 60 days after receipt of Proposals, The City shall notify the successful Proposer(s) of the award of the contract. Award notification will be sent to company(s) via email. Should The City require additional time to award a contract, the time may be extended by mutual agreement between the Owner and the successful Proposer. If an Award of Contract has not been made within 60 days from the Proposal date or within the extension mutually agreed upon, the Proposer may withdraw the Proposal without further liability on the part of either party.

19. MULTIPLE AWARDS

The City of Brunswick reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by a group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the City. If the Owner determines that an aggregate award to one Vendor is not in the City's best interest, "all or none" offers shall be rejected.

20. SEPARATE CONTRACTS

- A. The Owner reserves the right to allow other contracts in connection with this project. The Contractor shall afford other Contractors reasonable opportunity for the execution of their work, and the Contractor and other Contractors shall properly connect and coordinate their work with each other. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer or his representative any defects in such work that render it unsuitable for such proper execution and results.
- B. The Owner may perform additional work related to the project with his own forces. The Contractor will afford the Owner reasonable opportunity for the execution of work and shall properly connect and coordinate his work with theirs.

21. EXECUTION OF CONTRACT DOCUMENTS

- A. Within fifteen (15) days of Notification of Award of Contract, the City shall furnish the Contractor the conformed copies of Contract Documents for execution by him and his Surety.
- B. Within fifteen (15) days after receipt, the Contractor shall return all the documents properly executed by himself and his Surety. Certificates of insurance for the required limits will accompany the Contract documents.
- C. Within thirty (30) days after receipt of the documents executed by the Contractor and certificates of insurance, the City shall complete the execution of the documents. Distribution of the completed documents will be made upon completion. Should either party require an extension of any of the time limits stated above, this shall be done only by mutual agreement between both parties.

22. NOTICE TO PROCEED

The Notice to Proceed is typically issued within ten (10) days of the execution of the Contract Agreement by The City.

23. TERMINATION FOR THE OWNER

- A. Termination for cause. The Owner may terminate this agreement for cause upon ten (10) days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the Owner's rights or remedies of law.
- B. Termination for convenience. The Owner may terminate this agreement for its convenience at any time upon thirty (30) days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.
- C. Termination for the Contractor. The Contractor may terminate any contract arising out of this RFP for any reason upon thirty (30) days written notice to the Owner. The termination notice shall be deemed received three (3) days after placing the notice in the United States mail.

24. COMPLIANCE WITH LAWS AND REGULATIONS

This contract shall be governed by the laws of the State of Georgia.

- A. The Contractor confirms that all applicable Federal, State and local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The Contractor shall keep himself fully informed of all laws, ordinances, and regulations of the Federal, State, City and municipal governments or authorities in any manner affecting those engaged or employed in the work or the materials used in the work or in any way affecting the conduct of the work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall herewith report the same in writing to the Owner.
- B. The Vendor at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the City and its agents the violation of any such law, ordinance, regulation, order or decree, whether by the vendor or vendor's employees or any subcontractor.

25. BUSINESS LICENSE

Contractors and subcontractors shall have a current Occupation Tax Certificate and shall furnish certificate and license numbers prior to entering into a contract with the Owner.

26. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of the patent rights or copyrights held by others. He shall defend all suits or claims for infringement of any patent rights and shall hold harmless the Owner, its officers, employees, and agents from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular manufacturer, product, or process is specified by the Owner and properly installed by the Contractor pursuant to the manufacturer's specifications.

27. PERMITS AND REGULATIONS

The Contractor shall obtain and pay for all construction permits, licenses, and easements of a temporary nature necessary for the execution of the work. The Contractor shall pay all governmental charges and inspection fees necessary for the execution of the work. The Contractor shall pay all charges of utility owners for connections to the work, and Owner shall pay all charges of such utility owners for capital costs related thereto. The Contractor shall comply with all municipal, County, State, and Federal laws, statutes, ordinances, rules, and regulations applicable to furnishing and performance of the work.

28. CONTRACTOR'S CLAIM

No claim for additional or other compensation beyond the fees shall be allowable unless the Contractor makes and continuously maintains written demand therefor within thirty (30) days of the occurrence of any event which given rise to such claim.

29. SUBCONTRACTING

No portion of the work shall be subcontracted without the prior written consent of the Owner. Consent will not be given except upon the basis of written statements containing such information as the Owner may require. If a portion of the work is approved for subcontracting, the contractor shall remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of this contract.

30. GEORIGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Pursuant to O.C.G.A. § 13-10-91 (Georgia Security and Immigration Compliance Act), every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees. No contractor or subcontractor shall enter into a contract

or subcontract with a public employer in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees. Contractor acknowledges that the awarding of this contract is conditioned upon initial and ongoing compliance by the contractor and any subcontractor with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor; The requirements of O.C.G.A. § 13-10-91 pertaining to registering and participating in a federal work authorization program apply to public employers, their contractors, and subcontractors, as follows: On or after July 1, 2007, to contractors and subcontractors of 500 or more employees; On or after July 1, 2008, to contractors and subcontractors of 100 or more employees; and On or after July 1, 2009, to all other contractors or subcontractors. Contractor agrees that in the event it employs or contracts with any subcontractor(s) in connection with this contract, Contractor shall secure from the subcontractor(s) an indication of the employee-number category applicable to the subcontractor. Contractor agrees that its compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor shall be attested by execution of the Contractor Affidavit, which is attached hereto, and which shall be a part of this contract. Contractor agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this contract, Contractor shall secure from the subcontractor(s) an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor by the subcontractor's execution of a Subcontractor Affidavit provided by the City of Brunswick. Contractor shall maintain records of such attestation for inspection by the City at any time. The Subcontractor Affidavit shall become a part of the contractor/subcontractor agreement.

31. HOLD HARMLESS AND INDEMNIFICATION

The Contractor agrees, insofar as it legally may, to indemnify and hold harmless the City of Brunswick, its officers, employees and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Contractor and Subcontractor, its officers, employees, and agents under any of the terms of this contract. In any and all claims against the City or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Worker's Compensation Acts, Disability Benefits Acts or other employee benefits acts.

32. CONTRACT TIME

It is anticipated that a contract, if awarded, will begin upon the issuance of a Notice to Proceed. The proposers submitted schedule will be the basis upon which the contract period will be formatted.

33. HOURS OF OPERATION

All installation services shall be performed during the hours of 8:00 AM and 5:00 PM, Monday – Friday (excluding City of Brunswick holidays). Should a need arise to perform work outside of standard business hours, the City of Brunswick will require a minimum 48 hours advance, written notice.

34. CHANGES IN CONTRACT

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

- A. **Changes in the Work** - The Owner may order changes within the statement of the work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be negotiated culminated by the issuance of a Contract amendment. The Purchasing Agent, also, may at any time, by issuing a Contract amendment, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Purchasing Agent unless the Contractor believes that such order entitles him to a change in the fee or time or both, in which event he shall give the Purchasing Agent written notice thereof within fifteen (15) days after the receipt of the Contract amendment, and the Contractor shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the Owner. The Owner may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the Owner shall indicate this intent in a written notice to the Contractor.
- B. **Changes in Fees** - The Fee shall be changed only by a mutual agreement by the Contractor and the Owner transmitted as a Contract amendment. The value of any work covered by an amendment or of any claim for increase or decrease in the Fees shall be determined by one or more of the following methods in the order of precedence according to the following list:
- 1) By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the fee Proposal for a unit quantity thereof.
 - 2) The Owner shall fix the total lump sum value of the amendment in the work of the Contractor and shall set out the price which shall be added to or deducted from the Fees. The Contractor shall, when required by the Owner, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

35. NOTICE AND SERVICE THEREOF

- A. All Notices, demands, requests, instructions, approvals, and claims shall be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the Proposal (or at such other office as the Contractor may from time to time designate to the City in writing), or emailed or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the City Purchasing Agent, Brunswick, Georgia. Any notice to or demand upon the City shall be sufficiently given if delivered to the Office of

said Purchasing Agent or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any company for transmission, in each case addressed to said Purchasing Agent or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.

- D. Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or at the time of actual receipt, as the case may be.

36. AUTHORITY OF PROJECT MANAGERS

The Project Manager or his representative shall act as the Owner's Practical Representative during the execution of this contract. The Project Manager or his representative shall decide questions which may arise as to quality and acceptability of services and products furnished and work performed. The Project Manager or his representative shall interpret the practical intent of the Contract Documents in a fair and unbiased manner. The Project Manager or his representative will make random inspections to determine if the services are proceeding in accordance with the Contracts Documents. The Project Manager or his representative shall judge as to the accuracy of quantities submitted by the Contractor in payment requests and the acceptability of the work which these quantities represent. The decisions of the Project Manager or his representative shall be final and conclusive and binding upon all parties to the Contract.

37. CONTRACTOR'S CLAIM

No claim for additional or other compensation beyond the fees shall be allowable unless the Contractor makes and continuously maintains written demand therefor within thirty (30) days of the occurrence of any event which given rise to such claim.

38. PAYMENTS AND COMPLETION

- A. **Breakdown of Cost.** Before the first application for payment, the Contractor shall submit to the Contract Practical Representative a breakdown of fees for the various portions of the work, including quantities if required by the City Manager, aggregating the total Fee prepared in such form as specified or as the City Manager and the Contractor may agree upon and supported by such data to substantiate its correctness as the City Manager may reasonably require. This schedule, when approved by the City Manager, shall be used only as a basis for the Contractor's application for payment.
- B. **Certificate for Payments.** If the Contractor has made application for payment as above, the Contract Practical Representative will validate the application for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding an application as provided herein. After the City Manager has validated the application for payment, the City shall pay to the Contractor, within thirty (30) days, the amount covering services or work performed or completed. No application for payment, nor any payment, shall constitute an acceptance of any work or service not in accordance with the Contract Documents.

- C. **Failure of Payment.** If the Contract Practical Representative should fail to approve an application for payment, through no fault of the Contractor, within seven (7) days after receipt from the Contractor, or if the City should fail to pay the Contractor within thirty (30) days after receipt of the Contract Practical Representative 's approval for Payment, then the Contractor shall receive interest on the balance due with the interest being one percent (1%) per month not to exceed three (3) months (3%). The City reserves the right to reject the Administrator's certification of any application for payment by the Contractor without the accrual of interest.
- D. **Governing Document.** All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, Chapter 11, of the Official Code of Georgia Annotated, are superseded by the terms and conditions of this agreement.

39. GENERAL WARRANT AND GUARANTEE AGAINST DEFECTIVE WORK

The Contractor shall warrant and guarantee the work required under this contract for a period of no less than twelve months from the date of final acceptance. The Contractor warrants and guarantees to the Owner, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or the Engineer/Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the Owner, or Owner's representative. The obligations of the Contractor under this paragraph shall not include normal wear and tear under normal usage.

40. BONDS

Performance Bonds and Payment Bonds are not required in response to the RFP. Bonds will be required when the contract has been awarded. Successful contractor will be required to provide a one hundred percent (100%) payment and one hundred percent (100%) performance bond as well as an insurance certificate fulfilling requirements as stated in the bid documents. Surety and insurance companies must have an A.M. Best's rating of B+ or greater, be listed in the Federal Registry of Companies holding Certificate of Authority and acceptable sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia. The bonds will be dated as of the same date as the notice to proceed date for any invocation of the contract and will be furnished to the Owner at the time the contract is invoked. All bonds must be submitted on forms provided by the City of Brunswick and agencies providing bonds and insurance should provide proof that they meet the criteria outlined in the bid and contract

documents.

41. CONTRACTOR'S INSURANCE

- A. **Liability.** The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Certificates of Insurance indicating that the successful proposer has obtained such coverage, shall be filed with the Owner prior to the commencement by the successful proposer of the services. Such certificates shall be in form and substance reasonably acceptable to the Owner, shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, Owner is an additional insured with respect to such coverage, and shall indicate that such coverage is primary and not contributory with any similar insurance purchased by the Owner. The certificates shall contain a provision that the insurer will endeavor, if allowed by the policy, to provide Owner with thirty (30) day notice of nonrenewal, cancellation, or termination of the coverage. If the successful proposer receives a nonrenewal, cancellation, or termination notice from an insurance carrier affording coverage required herein, the successful proposer agrees to notify Owner by email within two (2) business days with a copy of the nonrenewal, cancellation, or termination notice, or written specifications as to which coverage is no longer in compliance. Failure to comply with any of the provisions relating to insurance coverage herein shall be deemed a material breach if not cured. Certificates of such insurance shall be filed with the Owner. The contractor shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.
- B. **Indemnity.** To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the City, the engineer, or any of their agents or employees by any employee of the Contractor, any

subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts. The successful Bidder shall always exercise proper precaution for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of B+ or better with the following minimums:

***The limits of insurance are as follows:** general liability insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregate; automobile insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and Workers' Compensation Insurance as will protect potential bidder or offeror from Workers' Compensation Acts.

42. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all claims or liens arising out of this Contract and an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish an additional bond satisfactory to the Owner, to indemnify the Owner against any claim or lien (in cases where such payment is not already guaranteed by Surety Bond). If any claim or lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay on discharging such a lien, including all costs and a reasonable attorney's fee.

43. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall do all the work and furnish all the materials, tools, and appliances, except as herein otherwise specified, and everything necessary for properly performing and completing the work required by the contract, in the manner and within the time specified. The contractor shall complete the entire work to the satisfaction of the Owner, and in accordance with the specifications and plans herein mentioned, at the prices herein agreed upon and fixed. All the work labor and materials to be done and furnished under this contract shall be done and furnished strictly pursuant to, and in conformity with, the contract documents, and the directions of the Engineer/Architect as given from time to time during the progress of the work, under the terms of this contract.

All loss or damage arising out of the performance of the work, or any damage to the work itself to be done under this contract or from any unforeseen obstruction or difficulties which may be encountered in the execution of the same, or from the action of the elements or from any cause or causes whatsoever, until the same shall have been finally accepted, shall be sustained and paid for by the contractor.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the Owner and shall avoid interference therewith and cooperate in the arrangements for storage of materials. The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. He shall, at his own expense, wherever necessary, or required, maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property. The Contractor shall take all responsibility for the work done under this contract, for the protection of the work, and for preventing injuries to persons, and damage to property and utilities on or about the work.

He shall in no way be relieved of his responsibility by any rights of the Owner, its officers, employees, and agents to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Owner, its officers, employees and agents to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner, its officers, employees, and agents on account of the amount or character of the work, or because of the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes. The Contractor shall assume the defense of all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fees.

The Contractor shall so conduct his operations as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his own operations, he shall repair and make good as new the damaged portions at his own expense.

The Contractor warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the Contract Documents. The Contractor having the obligation to keep a competent superintendent on the work during its progress, to employ only skilled technicians, and to enforce strict discipline and good order among his employees, the Contractor, himself is responsible for seeing that the work is installed in accordance with the Contract Documents.

Failure or omission on the part of the Owner, representative of the Owner, agents of the Owner, Project Representative, clerk-of-the-works, Engineer/Architects employed by the Engineer/Architect, representatives of the Engineer/Architect or the Engineer/Architect either to discover or to bring to the attention of the Contractor any deviation from, omission from, or non-compliance with the Contract Documents shall not be set up by the Contractor as a defense of failure to his part to install the work in accordance with the Contract Documents or for any other neglect to fulfill requirements of the Contract; nor shall the presence of any one, or all, or any of the foregoing at the site of the fact that any one, or all, or any of the foregoing may have examined the work or any part of it be set up as a defense by the Contractor against a claim for failure on his part to install the work in accordance with the Contract Documents or for any neglect to fulfill requirements of the Contract. No requirement of this Contract may be altered or waived except in pursuance of a written order of the Owner and in strict accordance with the provisions in the Contract for changes in the work.

44. RESPONSIBILITIES OF THE CONTRACTOR

- A. **Contractor's Employees.** The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of his employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them.
- B. **Subcontractors, Manufacturers, and Suppliers.** The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of subcontractors, manufacturers, suppliers, and their employees.
- C. **Employee Safety.** The Contractor alone shall be responsible for the safety of his and his subcontractor's employees. The Contractor shall maintain the project site and perform the work in a manner which meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.
- D. **Attention to Work.** The Contractor, acting through his representative, shall give personal attention to and shall manage the work so that it shall be executed faithfully. When his representative is not personally present at the project site, his designated alternate shall be available and shall have the authority to act on the contract.
- E. **Public Safety and Convenience.** The Contractor shall conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Owner. Fire hydrants on or adjacent to the work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, private and public driveways, and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.
- F. **Cooperation with the Construction Inspector.** The Contractor, when requested, shall assist the Construction Inspector in obtaining access to work which is to be inspected. The Contractor shall provide the Construction Inspector with information requested in connection with the inspection of the work.
- G. **Payment for Labor and Materials.** The Contractor shall pay and require his subcontractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments, and other wage and salary deductions required by law. The Contractor also shall pay and cause his subcontractors to pay any and all accounts for services, equipment, and materials used by him and his subcontractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the Owner, the Contractor shall furnish proof of payment of such accounts to the Owner.

45. MATERIALS, APPLIANCES & EMPLOYEES

The Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, supervision, and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials in accordance with section 47 below. The Contractor shall at all times enforce strict discipline and good order among his employees and shall seek to avoid employing any unfit person or anyone not skilled in the assigned work.

46. EQUIPMENT AND WORKMANSHIP

Unless otherwise specifically stated in the contract documents, the Contractor shall provide and pay for material, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction of any nature, and other services and facilities of any nature, whatsoever necessary, to execute, complete, and deliver the work within the specified time. Material and equipment shall be new, free of defects and of the quality specified. Equipment offered shall be current modifications which have been in successful regular operation under comparable conditions. Construction work shall be executed in conformity with the standard practice of the trade.

47. PROJECT MANAGEMENT

The Contractor shall schedule and coordinate the work of the Contractor and all subcontractors and others involved to maintain the accepted progress schedule. His duties shall also include the planning of the work, the scheduling of ordering and delivery of materials, and checking and control of all work under this contract. Before ordering materials or doing work, which is dependent upon coordination with site conditions, the Contractor shall verify all dimensions, elevations, grades, and utilities at the site and shall be responsible for the correctness of same. No consideration will be given any claim based on difference between the actual dimensions and those indicated on any drawings. Any discrepancies between drawings and/or the specifications and the existing conditions shall be referred to the Architect for decision before any work affected thereby is begun.

The Contractor shall be responsible for complete supervision and control of his subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to all affected subcontractors.

48. PROTECTION OF THE PUBLIC AND PROPERTY

The Contractor shall provide and maintain all necessary watchmen, barricades, lights, fencing, flagmen and warning signs and take all necessary precautions for the protection of the public safety and/or as required by law. Such facilities shall be maintained throughout the life of this contract.

49. PROTECTION OF THE OWNER'S PROPERTY

The Contractor shall continuously maintain adequate protection of all work from damage and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent private and public property, as provided by Law and Contract Documents. Before parking any heavy equipment on property of the Owner, the contractor must request and receive permission from the Owner.

50. EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment because of race, color, religion, sex, or national origin. This provision shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates

or pay or their forms of compensation, and selection for training, including apprenticeship.

51. MATERIAL DELIVERY, HANDLING, AND STORAGE

The Contractor shall schedule and sequence the delivery of material and equipment such that installation can be accomplished in a timely manner. The Contractor shall thoroughly examine all material and equipment upon delivery and shall not accept delivery of defective or damaged material or equipment.

Nylon slings and chokers shall be used for lifting all material and equipment. Chains, cables, wire rope, or other such items that may cause change to factory applied coatings shall not be used for handling of material or equipment.

Material and equipment shall be stored as compactly and neatly as practicable at points convenient for the Contractor and which do not damage the work or interfere with or are otherwise hazardous to traffic. Material and equipment shall be stored so as to facilitate inspection and to insure preservation of their quality and fitness for use. All material and equipment shall be stored on wooden skids or platforms such as not to be in direct contact with the ground.

All mechanical and electrical equipment shall be stored and covered in a manner such as to completely be protected from dust and moisture. Prior to the delivery of any materials or equipment the Contractor shall submit, for the Engineer/Architect's review, a plan showing all designated storage and assembly areas. Should the Contractor choose to store material or equipment or use for assembly property which is not owned by the Owner or the Contractor, a letter of permission signed by the legal owner of the property shall be obtained by the Contractor and submitted to the Engineer/Architect a minimum of 24 hours prior to delivery. All material and equipment stored at any facility other than the site shall be tagged with the Owners name and the project number. Payment shall not be made for "stored materials" for any material stored at locations or in any manner not suitable to the Owner.

52. SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor, Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970, as amended. The Contractor also shall comply with the provisions of the High-Voltage Safety Act of the State of Georgia, O.C.G.A. Section 46-3-30 et. seq., and all federal, state, and local codes, regulations, and standards.

53. ACCIDENTS

The Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor shall report in writing to the Owner all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury, or property damages, giving full details and statement of witnesses. In addition, if death or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contractor and any sub-contractor an account of any accident, the Contractor shall promptly

report the facts to the Owner, giving full details in writing of the claim. The Contractor shall provide his Superintendent and Foreman who are on the site of the work, the name of hospital and phone number and the name and phone number of the doctor he proposes to use in case of accident.

54. PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE

The Owner may withhold or, an account of subsequently discovered evidence, nullify the whole or part of any certificate of payments to such extent as may be necessary to protect himself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating proposed public filing of claims by other parties against the Contractor.
- C. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- D. Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond, satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be made for amounts withheld because of them. Nothing in this paragraph shall negate, abridge, or alter other grounds for withholding or delaying payment to the Contractor as stated in the Contract.

55. LIQUIDATED DAMAGES

The Owner will suffer financial loss if the work is not complete on the date set forth in the contract documents, including extension granted thereto. Failure to complete the work within the number of days stipulated in the Contract shall entitle the Owner to retain from compensation otherwise due to be paid to the Contractor, or for the Owner to be paid directly by the Contractor the sum of Three Hundred (\$300) a day, as fixed and agreed to as liquidated damages for each calendar day of delay until the work is complete. The Contractor, and his Surety, shall be liable for and shall pay to the Owner any sum due and owing to the Owner as liquidated damages. It is agreed by and between the parties hereto that the aforesaid sum has been established, not as a penalty but as liquidated damages and that it is reasonable and acceptable, as the City provides services necessary for the health and welfare of the public and due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages sustained in such an event.

56. TERMINATION CONDITIONS

- A. **Default Termination.** The Owner may, if in the Owner's sole judgment and upon written notice to the Contractor, terminate (without prejudice to any right or remedy of Owner) the whole or any portion of the Work required by the contract Documents in any one of the following circumstances:
 1. If the Contractor refuses or fails to execute the work, or any separable part thereof, with such diligence as will ensure the Substantial Completion of the Work within the

Contract time.

2. The Contractor is in material default in carrying out any provisions of this Contract for a cause within its control.
 3. If the Contractor files a voluntary petition in bankruptcy or a petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency, or other relief for debtors.
 4. If a trustee, receiver, or liquidator, is appointed for the Contractor or for all or any substantial part of the property of the Contractor; or if the Contractor makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due.
 5. If the Contractor has filed against it a petition in bankruptcy under any present or future federal or state statute, law or regulation relating to bankruptcy, insolvency, or other relief for debtors and the same is not discharged on or before forty-five (45) days after the date of the filing thereof; or if the Contractor is adjudged a bankrupt.
 6. If the Contractor is adjudged a bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency.
 7. If the Contractor fails to supply a sufficient number of properly skilled workmen or suitable materials or equipment.
 8. If the Contractor fails to make prompt payment to Subcontractors for materials or labor, unless Contractor otherwise provides Owner satisfactory evidence that payment is not legally due.
 9. If the Contractor persistently disregards laws, ordinances, rules, or regulations or order of any public authority having jurisdiction.
 10. If the Contractor substantially violates any provision of the Contract Documents such termination shall be considered a termination of convenience. If Owner terminates this agreement for any of the reasons, then the Owner may take possession of the site and of all documents, materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.
- B. **Allowable Termination Costs.** If the Owner terminates the whole or any portion of the Work then the Owner shall only be liable to Contractor for those costs reimbursable to Contractor, plus the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders which are properly chargeable to the terminated portion of the Contract (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination), which amounts shall be included in the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract, together with reasonable storage, transportation and other costs incurred in connection with the protection of

disposition of property allocable to this contract.

If there is evidence that the Contractor would have sustained a loss on the entire Contract, had it been completed, no profit shall be included or allowed hereunder, and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss. The total sum to be paid to the Contractor shall not exceed the Contract sum as reduced by the number of payments otherwise paid, by the Contract price of Work not terminated and as otherwise permitted by this Contract. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as reviewed by the Engineer/Architect, determined by the Owner, of property, which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner.

C. **General Termination Provisions.** After receipt of a Notice of Termination from the Owner, and except as otherwise directed by the Owner, the Contractor shall:

1. Stop Work under the Contract on the date and to the extent specified in the Notice of Termination.
2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination.
4. Assign to the Owner in the manner, at the times and to the extent directed by the Owner, all the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification shall be final for all the purposes of this clause.
6. Transfer title and deliver to the entity or entities designed by the Owner, in the manner, directed by the Engineer/Architect, and to the extent specifically produced or acquired by the Contractor for the performance of such portion of the work as had been terminated.
 - A. The fabricated or un-fabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs, and other fixtures, completed work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination.
 - B. The completed or partially completed plans, drawings, information, and other property related to the Work.
7. Use his best efforts to sell to the extent and at the price directed or authorized by the

Engineer/Architect that the Contractor:

Shall not be required to extend credit to any buyer, and

- A. May acquire any such property under the conditions prescribed by and at a price or prices approved by the Engineer/Architect; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Engineer/Architect may direct;
8. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination.
 9. Take such action as may be necessary, or as the Engineer/Architect or Owner may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor, and in which the Owner has or may acquire an interest. The Contractor shall, from the effective Date of Termination until the expiration of three years after Final Settlement under this contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, but without direct charge to the Owner, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or, to the extent approved by the Engineer/Architect, photographs, microphotographs, or other authentic reproductions thereof. In arriving at any amount due the Contractor there shall be deducted:
 - A. All unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of this Contract.
 - B. Any claim which the Owner may have against the Contractor. Such claim as the Engineer/Architect may advise and the Owner determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold and not otherwise recovered by or credited to the Owner.
 - C. Contractor shall refund to the Owner any amounts paid by the Owner to Contractor in excess of costs reimbursable.
 - D. The Owner, at its option and Contractor's expense, may have costs reimbursable audited and certified by independent certified public accountants selected by the Owner.

57. DISPUTES RESOLUTION

- A. All claims, disputes, and other matters in question between the Contractor and the Owner arising out of, or relating to, this Contract or the breach, therefore, shall be tried before and to a jury trial, unless otherwise stipulated between the parties. Any legal proceeding arising out of, or relating to, this agreement shall include, by consolidation, joinder, or joint

- filing, any additional person or entity to the final resolution of the matter in controversy. The Contractor hereby further agrees that, should any subcontractor or supplier to the Contractor file a claim concerning any dispute or controversy, which involves the allegations of any acts, errors or omissions of the Contractor, then the Contractor shall indemnify and hold harmless the Owner, its employees, agents, and representatives, the Engineer/Architect, its employees, agents, and representatives from any and all costs incurred to include legal costs and attorney's fees and payment of any judgment against the Owner.
- B. Should the Owner utilize an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this Contract, or to collect damages for breach of this Contract, the Contractor agrees to pay the Owner all reasonable costs, charges, expenses, and attorneys' fees expended or incurred therein.
 - C. Any disputes arising under the terms and conditions of this Contract shall not be subject to mediation or arbitration.
 - D. The Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in a manner relating to the contract, shall be brought in Glynn County, Georgia. Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County, and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue, or forum non conveniens or any similar basis.

58. LAWS OF GEORGIA

This contract shall be governed by the Laws of the State of Georgia.

If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the remaining provision of this Contract invalid, inoperative or unenforceable.

59. AFFIRMATIVE EFFORTS TO USE DISADVANTAGED BUSINESS

The awardee or contractor, if sub-contractors are to be let, shall take all affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus area firms are used when possible. Affirmative steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance, as appropriate, of such organization as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

60. CONFLICT OF INTEREST

This contract, and all subcontracts, are subject to the City of Brunswick Ethics Ordinance, sections 24-1 through 24-10. The Ethics Ordinance prohibits the City of Brunswick officials and employees from attempting to realize personal financial gain through their service or employment with the City of Brunswick. Officials and employees are likewise prohibited from having any financial or other private interest, direct or indirect, which is in conflict with the discharge of their duties or in conflict with the best interests of the City of Brunswick.

61. DEBARMENT AND SUSPENSION REQUIREMENTS

A contract award will not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." The awardee will be required to provide their UEI and EIN for verification before the issuance of a contract.

62. COPELAND ANTI-KICKBACK ACT

Contractor: The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach: A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

63. DAVID BACON ACT (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

64. EQUAL EMPLOYMENT OPPORTUNITY (EEO) CLAUSE

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, 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, religion, sex or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement, or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24,

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

65. RECORD KEEPING AND INSPECTION

The Contractor agrees that the City of Brunswick, and the US Treasury of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions for 3 years after final payment and all pending matters are closed.

66. BYRD ANTI-LOBBYING AMENDMENT

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. A Byrd Anti-Lobbying certificate must be completed and returned with all bids.

67. DOMESTIC PREFERENCES FOR PROCUREMENT

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

68. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

69. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SECTION VII: TECHNOLOGY INFORMATION

70. GENERAL

The City of Brunswick is seeking to establish a Public Safety Camera System utilizing quality cameras and modern technology software to enhance captured data. This project will establish the foundation of this system with the intent to expand the network over the following years.

71. OBJECTIVES

The first objective of this project is to design, implement, and deploy a Camera / Automated License Plate Reader (ALPR) system to enhance security and monitoring capabilities at locations strategically placed throughout the City of Brunswick. The intent is to have ALPR cameras read the license plates of all vehicles passing by those locations. The system would alert the police when the reader detects a stolen vehicle and allows police to respond to the area where the stolen vehicle was last detected and to nearby areas where crimes may be committed. The police response is designed to reduce the likelihood of a crime being committed and to apprehend the driver of the stolen vehicle. A fixed-location Automated License Plate Reader system will also provide critical leads to aid in the follow-up of violent crimes as they occur in the city.

- a. The proposed system must be able to recognize characters on license plates, converting an optical capture image of the license plate to digital data and then running the recognized license plate against a "hotlist." The system must be able to search individual vehicles, individuals, bikes, and other descriptors which can identify potential vehicles and/or individuals.

This "hotlist" must be derived both from:

- AXON Hotlists and/or GCIS/NCIC data; and
- The ALPR system's own software, which should allow an end user to enter a vehicle license plate to be monitored within the ALPR system and then alerted on through the same ALPR system.

Additional hotlist databases may be used to add greater value to system functionality. Vendor must disclose if there are additional costs for additional database access and use.

- b. The ALPR system must be capable of alerting police officers via their mobile data terminals inside the patrol car, software, and text message or email.
- c. The camera system must integrate seamlessly, without issue, into the City of Brunswick's current IT environment.
- d. Furthermore, the ALPR system proposals will allow for the City of Brunswick's compliance

with all Georgia Statutes that govern ALPR operations and data sharing restrictions to include O.C.G.A 35-1-22.

The second objective, which is equally as important as the first objective, is to create a real time video network technology which allows police to monitor live video feeds of existing cameras throughout the City of Brunswick so they can either witness criminal activity in real time or look back at a crime that has previously been committed. This technology will be searchable give public safety the ability to obtain suspect descriptions, and the most current information which is critical for police to identify the correct suspect and for officer safety.

All equipment shall meet the highest standards of durability and reliability to function in a 24-hour environment. The solution must withstand many years of extreme hot/cold cycles typically found in the Georgia climate. Further, it is desired that the fixed system be powered by multiple green power sources such as solar with battery storage backup. The individually itemized three-year service agreement should include the ability to monitor and report on camera functionality to ensure 24-hour, seven day a week operational reliability. The proposed solution shall ensure that any data gathered for the City of Brunswick remains exclusively under the ownership of the City of Brunswick, but the data will be controlled and accessed by the City of Brunswick Police Department under a Memorandum of Understanding and cannot be shared without the expressed consent from the City of Brunswick, or the Brunswick Police Department.

72. STATEMENT OF WORK

The selected vendor shall:

- A. Recommend and/or manufacture and/or acquire suitable ALPR cameras to monitor vehicle traffic at intersections.
- B. Recommend, develop, and/or acquire software allowing for existing cameras already installed around the city (i.e. private businesses, school system, housing authority, etc.) to be monitored live in real time with the ability to instantly access video previously recorded.
- C. Install cameras at the approximate locations listed herein under Worksite Information. These locations may change, depending on available budget, physical feasibility, costs, and priority at time of contract execution by City staff. All costs associated with the installation of the ALPR system equipment shall be included in the proposal.
- D. Ensure optimal camera placement for effective license plate capture.
- E. Vendor will be responsible for ensuring reliable connectivity, software patches and maintaining communication connectivity between the camera system, the cloud database, and the alerting function.
- F. All required permitting and installation for all required ALPR system infrastructure, to include but not limited to the cameras, poles, electrical power, mounting brackets and all necessary components for external performance.
- G. Proposer must provide unlimited technical support, as well as software enhancements, for the life of the contract and any extensions thereto. Proposer shall describe in detail the service level support and meet the following requirements:

1. Proposer shall provide phone support, email support, and have a trouble shooting ticketing system for follow up of support events.
 2. The City requires an estimated response time to the City of Brunswick designee within 12 hours of notification. The system should be operational within twenty-four (24) to forty-eight (48) hours from receipt of email from the City of Brunswick to resolve the issue. This includes 24 hours a day, 365 days a year.
- H. The City will assist Proposer with securing their permissions and permits, if needed, from the City of Brunswick, the State of Georgia, or any other jurisdiction. There are several poles at various locations in the City of Brunswick ROW. These locations will require local permits. Cost of the permit can be waived by the City. The provider will have to request utilization of poles through Georgia Power. All other poles are in GDOT ROW and will require permitting through the state.
- I. Each camera shall be secure to prevent access from an outside source.
- J. Must be contractor hosted software as a service with a centralized server for data processing and storage.
- K. Setup and configuration of a secure database to store captured license plate data.
- L. Implementation of data retention policies and backup procedures.
- M. Vendor must be able to provide a mounting location if one is not currently available at the desired location. All installation costs must be included in the proposal as a line item for each camera being mounted to a fixed location.

73. DELIVERABLES

- i. The ALPR system needs to operate uninterrupted, twenty-four (24) hours a day, seven (7) days a week.
- ii. The core and data center cameras need to operate 24/7, unless the interruption is on the private establishment end with camera malfunctions and/or there is a decision not to share camera feed with the City of Brunswick any longer (real time live monitoring of existing cameras).
- iii. The camera system should allow normal and routine police work to continue on the desktop computer, laptop computer or mobile data terminal, while the ALPR and real time video system software runs in the background.
- iv. The automated integration between the hot list data and ALPR system is the responsibility of the bidder and the file format the lists should be received must be compatible with Georgia Department of Public Safety License Plate Reader Policy 6.09 revised 7/1/2018.

74. CAMERA REQUIREMENTS

- i. All externally installed equipment must be National Electrical Manufacturer

Association (NEMA) Type 4X rated, hardened enclosures, and have an Ingress Protection (IP) rating of IP66. Specifically, all cameras and externally installed associated equipment shall be fully operational regardless of weather, precipitation, daylighting, or wind conditions, except for hurricane force winds.

ii. The ALPR system will have the following minimum specifications:

1. Cameras must be able to cover a minimum of two lanes of traffic.
 2. Cameras must be able to handle at least 7,500 cars per day in traffic.
- iii. Cameras can either be solar-powered or hard-wired for power. For solar powered devices, they must have sufficient solar capacity and backup power to continue to power the device for up to three (3) days during overcast or inclement weather.
 - iv. Cameras must be operating the latest cellular technology and be easily upgraded to newest technology. Ongoing mobile connection fees must be included in proposal.
 - v. All camera systems should be fully operational regardless of weather, daylight, or nighttime conditions. Cameras should meet the following specifications:
 1. Compact, low profile
 2. Variable light conditions
 3. Waterproof and impact resistant
 4. Color camera
 - vi. Cameras must be capable of producing multiple license plate images with varying and automatic shutter settings to ensure a high-quality image regardless of weather or lighting conditions.
 - vii. Integration of LPR software for real-time license plate recognition.
 - viii. Integrated camera, sensor, and processing unit. Systems designed with a separate camera and processing unit may be acceptable depending on the configuration and installation.
 - ix. The cameras must work, day and night, in any weather, and include multiple green power sources such as solar and battery. Power sources for these devices must be specified.
 - x. Cameras must be able to read license plates at a rate of up to 900 per minute, instantaneously comparing each to a hotlist/alert.
 - xi. The cameras must be able to, at a minimum, capture vehicles traveling up to 75 MPH, day, and night, and up to 100 feet away.
 - xii. For each plate read, information captured includes license plate numbers, photos of the car, GPS coordinates, and date/time stamps.
 - xiii. The system must leverage solar & battery for power and cellular (LTE) for data communications.

75. SOFTWARE REQUIREMENTS

The system software will need to let existing cameras be viewed live over the internet. If the existing camera can't be viewed, there needs to be a way for the system to show locations of existing cameras operating on the platform (camera map), the owner of the business entity (business or contact name, email, phone number), and a means of communication to obtain video in an expeditious manner (email).

- i. The system software will be compatible with industry standard browsers and operating systems and devices. The system must allow existing cameras to be viewed live over the internet.
- ii. System should be open and interoperable with external video and data feeds.
- iii. System should be able to ingest and support live video feeds from multiple camera systems.
- iv. System should be able to ingest and display multiple live video feeds.
- v. System should be able to integrate with major LPR manufacturers, including, but not limited to Motorola, Gentec, Flock Safety, and others.
- vi. System should support, store and forward recording to minimize utilized bandwidth.
- vii. System support encryption at rest, in transit, and in the cloud for all data streams.
- viii. System should be able to support multi-factor authentication for all users.
- ix. System should be open and interoperable with multiple LEO systems such as CAD and Axon.
- x. System should be able to ingest and support RMS data.
- xi. System should be able to search multiple data streams with Artificial Intelligence (AI), machine learning, or other advanced algorithms to detect and alert user based on specific search criteria. The AI, machine learning, or other advanced algorithms should be applied to private sector cameras (real time live monitoring) as well as cameras paid for by the City of Brunswick.
- xii. Users should be able to search by location proximity, time, source, modes of transportation, color, etc.
- xiii. System will have administrative function to control search criteria.
- xiv. The system must be capable of alerting police officers via their mobile data terminals inside the patrol car, software, and text message or email.
- xv. System will have an administrative function to control alert function.
- xvi. System should have a community camera portal or registry to track all new and existing cameras, both private and owned by the City of Brunswick.

- xvii. System should have a mapping function to show location of all cameras on the system either private or owned by the City of Brunswick.
- xviii. System must have administrative function for account management, integrity, and oversight.
- xix. System must have a full audit logging function.
- xx. System must comply with Brunswick Police Departments security policies.
- xxi. System must be able to be configured to follow Brunswick Police Department retention policies.
- xxii. System will have the ability to remove data based on retention policy.
- xxiii. Cloud storage must allow for the retaining of plate reads for at least 30 months.
- xxiv. The system must integrate seamlessly, without issue, into the City of Brunswick's current IT Environment.
- xxv. All data gathered must be stored in a manner that is compliant with the Criminal Justice Information Services (CJIS).

76. LOCATIONS

Group 1

An estimated total of 32 cameras are requested in this group.

	Intersections	Number of Cameras Requested	Direction(s)
1	Altama Avenue @ First Street	4	North, South, East, West
2	Altama Avenue @ "R" Street	4	North, South, East, West
3	Altama Avenue @ Fourth Street	4	North, South, East, West
4	Altama Avenue @ Community Road	4	North, South, East, West
5	Altama Avenue @ Golden Isles Parkway	2	South, Southeast
6	Glynn Avenue @ Fourth Street	3	North, South, West
7	Glynn Avenue @ F.J. Torras Causeway	3	North, South, East
8	Glynn Avenue @ Parkwood Drive	4	North, South, East, West
9	Glynn Avenue @ 4th Avenue	2	North, South
10	Norwich Street @ Fourth Street	2	North, South
	Estimated Number of Cameras	32	

Group 2

An estimated total of 25 cameras are requested in this group.

	Intersections	Number of Cameras Requested	Direction(s)
11	Norwich Street @ "I" Street	2	East, West
12	Norwich Street @ Gloucester Street	1	North
13	Bay Street @ Gloucester Street	2	East, West
14	MLK Jr. Blvd. @ "L" Street	3	North, South, East
15	Gloucester Street @ MLK Jr. Blvd.	4	North, South, East, West
16	Gloucester Street @ Glynn Avenue	3	North, South, West
17	Newcastle Street @ Fourth Avenue	2	North, East
18	Newcastle Street @ Fourth Street	2	East, West
19	Newcastle Street @ "L" Street	3	North, South, East
20	Newcastle Street @ Gloucester Street	3	North, South, East
	Estimated Number of Cameras	25	

Per grant regulations, each awarded group must be completed by October 31, 2026. Although this is the timeframe required by the Grant, the City of Brunswick would like this project completed as soon as possible therefore the proposed schedule submitted by the proposer is part of the evaluation process.

Note: The City of Brunswick has done due diligence on every intersection listed above. A complete list of intersections, the number of poles located at each intersection, the type of pole, the owner of the pole, whether the pole has power, and the direction the cameras should face (in relation to the pole) can be acquired by requesting the information from Purchasing Agent Raquel Jeffreys McCray at rmccray@cityofbrunswick-ga.gov.

SECTION VIII - EVALUATION FACTORS

Each submittal shall be identical and include a transmittal letter. A table of contents, with corresponding tabs, must be included to identify each section. Responses must use a minimum of an 11-point font. Any exhibits, affidavits or other enclosure information may be included in an appendix. Each submittal shall be prepared simply and economically, providing straightforward, concise delineation of respondent's capabilities.

To expedite the review of submittals, it is essential that respondents follow the format and instructions outlined above.

77. EVALUATION CRITERIA AND PROCESS

During the first phase of the evaluation, the Evaluation Team will have access to all proposal materials except the separately sealed Pricing. Proposals will initially be scored based on the technical criteria and references. The evaluation team may shortlist (minimum of three) the highest-scoring firms. The number of respondents short-listed will be at the discretion of the evaluation team. The evaluation team may invite any number of the highest-rated firms to participate in onsite interviews/demonstrations. All expenses related to the participation in the onsite interviews/demonstrations are the responsibility of the vendor with no obligation to the City of Brunswick. The decision to interview and the number of firms to interview are at the sole discretion of the evaluation team. The interview and product demonstrations will be evaluated and scored, and this score will be added to the overall score. After oral interview/demonstrations are completed, a second round of evaluations will be completed which will include unsealing fee proposals and factoring them in the evaluation. Proposers will then be ranked in descending order of recommendation. The City reserves the right to negotiate the price and scope of work with the consultant scoring highest in an attempt to reach an agreement. If negotiations with the highest scoring vendor are unsuccessful, the City may then negotiate with the second-highest scoring vendor and so on until a satisfactory agreement has been reached.

78. INTERVIEWS/PRODUCT DEMONSTRATIONS

A. Interview Format

Electronic presentations, such as PowerPoint presentations, are allowed but are limited to no more than a 60-minute window. The Owner will have a screen available in the interview room. The presentation may include flip charts, boards, or any other media the vendor may need to communicate their abilities, along with the oral presentation. The vendor should be prepared to answer any questions that may arise during the presentation.

B. Interview Requirements

The primary intent of the formal interview process is to provide the Owner with in-depth and clarifying information about the vendor. Information provided should assist the Selection Committee in making an informed decision as to the proposer best suited for the work. The interviews may be conducted by the members of the Selection Committee and any other representatives as deemed necessary by the Owner. Each Selection Committee Member will take into consideration the information gathered during the presentation/interview when completing their final evaluation. All key personnel should be present at the interview, including at a minimum, the project manager.

79. NEGOTIATIONS

Following any presentations, the finalist(s) shall be re-evaluated. Should it become necessary, the Contract Administrator shall negotiate with the Proposer(s) whose proposal(s) is/are determined to be most advantageous to the City. In the event a satisfactory fee cannot be reached with the highest-ranking firm, the Owner will formally terminate the negotiations in writing and begin negotiation with the second highest-ranking firm, and so on until a mutually agreed upon fee is established. Once the successful vendor and the agreed upon fee have been determined, a services contract will be awarded by the Owner.

80. QUALIFYING FACTORS

The Proposer is to provide adequate information that will render it qualified and capable of cost effectively accomplishing the program services. The City's assigned Evaluation Team will grade and rank each proposal. Since there is no assurance of the Proposer having any other opportunity to communicate its ability, the proposals must negate any ambiguity with respect to the Proposer's ability and approach.

- A. **Proposers Qualifications:** A qualified firm shall have at least five (5) five years of experience providing similar services. Proposers must provide their firms number of continuous year in operation. All things being equal, partnerships, subsidiaries, mergers, and similar corporate arrangements, which collectively can satisfy the five (5) year experience requirement, will be considered.
 - 1. Moreover, a firm with less than five (5) years' experience but with a division who independently can satisfy the five (5) year experience requirement will also be considered. It is incumbent on the Proposer to clearly explain the relationship between these different entities and the Corporation.
- B. **Company Experience:** This part will contain the Proposer's particular experience history with other clients providing contact name, address, phone number, fax number, e-mail address, scope of services and other relevant data as outline in the Proposer's Qualification section.
 - 1. Provide, in this section a list of projects where the Proposer has been terminated, or replaced, on similar projects.
- C. **Implementation Plan:** This part will contain the Proposer's detailed implementation plan consisting of specific personnel requirements, schedule, and organization chart to include management structure. This part of the proposal shall also include a proposed timeline for completion of the Scope of Work.
- D. **On-line Hosting and Technical Support:**
 - 1. Website hosting on secure and optimized server and on-line technical support [minimum of three (3) years] including specification of guaranteed uptime rate.
 - 2. Yearly support, maintenance and needed updates of the ALPR hardware and software. If included in the three-year service agreement, please specify.
 - 3. Diagnosis and problem-solving of system errors and/or malfunctions.
 - 4. Warranty periods, conditions, and terms, where applicable.
- E. **Camera / Software Capabilities:** This part of the proposal shall contain information on the proposed Cameras/Software and its capabilities.
- F. **Subcontractors:** The Proposer shall provide a list of subcontractors, by name and address, who they intend to use during the life of the contract. If names are not available, then the Proposer must list the services to be subcontracted out.

81. PROPOSAL EVALUATION FACTORS

It is the City's intent to evaluate the proposals based on practical merit and price. It is the intent of the City to choose the Proposer whose proposal provides the highest value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City. The City reserves the right to seek Additional/supplemental representation on specific issues as needed.

GRADING CRITERIA:

The proposal package will be evaluated based on Vendor responsiveness to the criteria described below with those criteria's values weighted as follows:

EVALUATING CRITERIA SUMMARY:

	Evaluating Criteria	Points
1.	Proposed System Specifications and Details	40%
2.	Vendor's Background and Qualifications	15%
3.	Vendor's Experience/Past Projects	15%
4.	Product Availability and Installation Schedule	10%
5.	Interview/System Demonstration	10%
	Subtotal Points	90%
6.	Price of Products & Services	10%
	Total Points	100%

Note: While the evaluation team will review the proposal in its entirety and may consider anything that Software / Camera Capabilities they find relevant, particular emphasis is placed on the following:

Technical Approach - Provision of adequate, specific, information regarding the proposer's technical approach to this project. Such information shall include, but not be limited to:

- Specific technical approach information
- Schedule-The schedule on this project is of importance to the City of Brunswick and will be a consideration.

Proposed Software Specifications and Details - The capability of this system is of the utmost important to the City of Brunswick. The proposer should provide an extra emphasis on the capability of this system.

Vendors Experience/Past Projects - Detailed information relative to proposer's general qualifications as well as qualifications specific to this project.

Personnel Experience - General as well as project specific qualifications and experience of those individuals who will be assigned to this project.

82. FEE PROPOSAL EVALUATION

The proposed solution should cover all equipment, warranty coverage periods, subscription(s), software licensing, storage fees, on-site training, and operational costs for the first year with a three-year service agreement. The three-year service agreement will specify how the system will be maintained and monitored to provide 24-hour operational reliability. The proposed service agreement should also specify what is not included in the agreement. An hourly labor billing cost (base with 2% per annum increase in year two and three of the agreement if appropriate) should be provided for service needs of the installed system and equipment beyond what may be covered by the three-year service agreement.

- A. Total cost (including three-year service agreement and warranty fees, where applicable)
- B. Itemized costs breakout within the total cost projection:
 1. Typical camera hardware package proposed (camera brand and model number, and pole mount recommendation).
 2. Cellular data connection, reoccurring costs for typical pole mounted camera solution.
 3. Baseline installation costs per pole mounted camera solution (it is understood that DOT approved pole types for cameras mounted on certain U.S. Highways and Georgia Interstate Highways may be required at the time of installation).
 4. The additional cost from the standard camera mounted pole solution recommended in this RFP for standardized pricing will be addressed as an additional cost to the contract when final camera locations are determined.
 5. Software license fees or other reoccurring fees that apply.
 6. Extended warranty fees available beyond the base manufactures warranty.
 7. Hourly labor rate for work requested outside the warranty period(s) or service agreement defined work.
- C. Progressive payment schedule recommendations for accomplishment of milestones.
- D. Any assumptions made that are not specifically identified in the RFP.
- E. Additional items not required but recommended.

83. CONTRACT FORMATION

If the negotiation produces mutual agreement, a draft of the services contract shall be constructed and forwarded to the successful Proposer for execution and then to the City's

Board of Commissioners for acceptance. The draft contract format will be the only acceptable document for execution. The Proposers are cautioned not to introduce its format or suggest an association's format such as an "AIA". The City acknowledges this is a unique project and will work with the recommended awardee on the formation of the contract prior to award to include additional terms and license agreements but will The City of Brunswick will not entertain changes to the format.

84. PROPOSER'S PROPOSAL AGREEMENT

The undersigned proposer agrees, if this proposal is accepted, to enter into an agreement with Owner to perform and furnish all work as specified or indicated in the contract documents for the proposal price and within the proposal times indicated in this proposal and in accordance with the other terms and conditions of the contract documents.

Proposer accepts all the terms and conditions of the Invitation and Instructions to Proposers, including without limitation those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance for 60 days after the day of Proposal opening, or for such longer period that the proposer may agree to in writing upon request of Owner.

In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:

- A. Proposer has examined and carefully studied the Specifications for the work, Deliverables, and contractual documents and has read all General Conditions and Supplementary Provisions furnished prior to the opening of Proposals.
- B. Addenda, if any, have been acknowledged via the City of Brunswick's website portal, <https://www.brunswickga.org/rfps>.
- C. Proposer has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- D. Proposer is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the work.
- E. Proposer is aware of the general nature of work to be performed by Owner at the site that relates to work for which this proposal is submitted as indicated in the proposal documents.
- F. Proposer has correlated the information known to Proposer, information and observations obtained from visits to the site, reports and drawings identified in the proposal documents and all additional examinations, investigations, explorations, tests, studies, and data with the Proposal Documents.
- G. Proposer accepts that the proposal documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this proposal is submitted.
- H. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal and has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

APPENDIX: REQUIRED FORMS

Failure to return the following forms as part of your proposal document may result in rejection of proposal.

- **W-9**
- **INFORMATION ON (3) REFERENCES**
- **OATH**
- **REPRESENTATION AFFIDAVIT**
- **DRUG FREE WORKPLACE CERTIFICATION**
- **CONTRACTOR AFFIDAVIT & AGREEMENT**
- **SUBCONTRACTOR AFFIDAVIT & AGREEMENT**
- **LEGAL AND CHARACTERISTICS QUALIFICATIONS**
- **STATEMENT OF INSURANCE**
- **SYSTEM FOR AWARD MANAGEMENT NAME OR ENTITY ID ()**

REFERENCES

The City of Brunswick requests a minimum of three (3) references where work of similar size and scope has been completed.

1. Company Name _____
Description of Project _____
Completion Date _____
Contact Person _____
Telephone Number _____
E-Mail Address _____

2. Company Name _____
Description of Project _____
Completion Date _____
Contact Person _____
Telephone Number _____
E-Mail Address _____

3. Company Name _____
Description of Project _____
Completion Date _____
Contact Person _____
Telephone Number _____
E-Mail Address _____

OATH

State of Georgia

City of Brunswick

I, _____ (**name of individual**), solemnly swear that in the procurement of the contract for the replacement of the **Public Safety Cameras Network System Project**, that neither I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the bidding or proposals of said project or from submitting a bid or proposal for this project by any means whatever.

Lastly, I swear that neither I, nor any other person associated with me, or my business, corporation or partnership has caused or induced any other bidder or proposer to withdraw his/her bid or proposal from consideration for this project. Said oath is filed in accordance with the requirements set forth in O.C.G.A. § 36-91-21 (e).

This ____ day of _____, 2024.

Name of Party

Corporate or Partnership Name

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ day of _____, 2024.

NOTARY PUBLIC: _____

My Commission Expires: _____

(SEAL)

REPRESENTATION AFFIDAVIT

This proposal is submitted to The City of Brunswick, Georgia Board of Commissioners (City by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia and The City of Brunswick. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Proposer recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the City's option, may result in a revocation of the granted contract.

Consent is hereby given to the City to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Proposer.

The Proposer understands that, at such time as the City decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may results in the rejection of the Proposer's proposal with no re-submittal rights.

The successful Proposer understands that the City, after considering the legal, financial, technical, and character qualifications of the Proposer, as well as what in the City's judgement may best serve the public interest of its citizens and employees, may grant a contract.

The successful Proposer understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firms or person submitting a proposal for the same, and is in all respects fair and without collusion of fraud. I understand that collusive Proposing is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Any contract issued will be on the basis of the Contractor's service and financial plans and arrangements are feasible and adequate to fulfill the conditions set forth in the City of Brunswick, Georgia Actuarial Services Request for Proposal and the successful Proposer's response.

Company Name: _____

Authorized Person: _____ Signature _____

(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____

Name and telephone number of person to whom inquiries should be directed:

Name: _____

Address: _____

Title: _____ Telephone: _____

Fax: _____ Email: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

(Failure to submit will render Proposal non-responsive, you must use this form, you must be enrolled in this program, and you must include your user ID #)

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 contracting with The City of Brunswick has registered with and its participating in a federal work authorization program [Employee Eligibility Verification (EEV)/Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with O.C.G.A. § 13-10-91. Further, the undersigned contractor states affirmatively that the individual, firm, or corporation contracting with The City of Brunswick will continue to utilize and participate in the EEV federal work authorization program throughout the term of this contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The City of Brunswick, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form provided by The City of Brunswick. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Brunswick at the time the subcontractor(s) is retained to perform such service.

EEV Number

Authorized Officer or Agent (Contractor Name)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SWORN AND SUBSCRIBED BEFORE ME
ON THIS _____ DAY OF _____, 2024.

Notary Public

My Commission Expires: _____

(SEAL)

Note: As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SS).

GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). your company must provide a copy of each such affidavit to the City of Brunswick, Purchasing Division, with the executed contract documents.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by the City of Brunswick at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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 Brunswick has registered with and is participating in a federal work authorization program [Employee Eligibility Verification (EEV)/Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV/Basic Pilot Program User Identification Number

Authorized Officer or Agent (Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SWORN AND SUBSCRIBED BEFORE ME
ON THIS _____ DAY OF _____, 2024.

Notary Public
My Commission Expires: _____

(SEAL)

DRUG FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

As a condition of working on the commodities or contractual services then under Proposal, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such in available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name

Authorized Signature

Title

Date

Address

Telephone

LEGAL AND CHARACTER QUALIFICATIONS

Convictions: Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		
b	Embezzlement		
c	Tax Evasion		
d	Bribery		
e	Extortion		
f	Jury Tampering		
g	Anti-Trust Violation		
h	Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties)		
I	False/misleading advertising		
J	Perjury		
k	Conspiracy to commit any of the foregoing offenses		

Civil Proceedings: Has the Proposer or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/anti-competitive business practices		
b	Consumer fraud/misrepresentation		
c	Violations of securities laws (state and federal)		
d	False/misleading advertising		
e	Violation of local government ordinance		

License Revocation:

	Y	N
Has the Proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?		

Responses: If “yes” is the response to any of the foregoing, provide information such as date, court, sentence, fine, location, and all other specifics for each “yes” response.

LEGAL AND CHARACTER QUALIFICATIONS

Principals: The full names and addresses of persons or parties interested in the foregoing Proposal, as principals, are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

References: The Proposer lists below work he has done of similar nature as this solicitation, as references that will afford the City opportunity to judge as to experience, skill, business standing, and financial ability.

CONTACT PERSON	PHONE NUMBER	EMAIL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATEMENT OF INSURANCE COVERAGE

This is to certify that _____
(Insurance Company)

of _____
(City/State) (Insurance Company Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it is agreed that the insurer will endeavor, if allowed by the policy, to provide the Owner thirty (30) calendar days' notice of nonrenewal, cancellation, or termination of the coverage. Such notice shall be delivered to:

The City of Brunswick Georgia Board of Commissioners, Purchasing Agent, 601 Gloucester Street, City Hall, Brunswick, Georgia 31520.

It is further agreed that The City of Brunswick Board of Commissioners shall be named as an additional insured on the Contractors policy.

- 1. Insured: _____
- 2. Project Name: **The Public Safety Camera Network System Project**
- 3. Project Number: (if applicable) _____
- 4. Policy Number(s): _____

SIGNATURE, AUTHORIZED REPRESENTATIVE: _____

DATE: _____

INSURANCE COMPANY: _____

ISSUED AT:
ADDRESS: _____

NOTE: Please attach Certificate of Insurance form to this page
(Attach any endorsements)

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date