

## AGREEMENT

**THIS AGREEMENT (“Agreement”)** is made and entered into, effective as of the date set forth on the City’s signature page (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”), and **HITACHI DATA SYSTEMS CORPORATION**, a California corporation, with a principal place of business as 2845 Lafayette Street, Santa Clara, California 95050 (“**Contractor**”) and collectively referred to as the “**Parties**”.

### WITNESSETH:

**WHEREAS**, the City desires the Contractor to perform maintenance, repair, service and support to the Denver Police High Activity Location Observation (HALO) Video and Surveillance System; and

**WHEREAS**, the Contractor has the present capacity and is experienced and qualified to provide such services.

**NOW THEREFORE**, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the Parties agree as follows:

**1. WORK TO BE PERFORMED:**

A. Services: The Contractor shall diligently and professionally, under the general direction of the Chief of Police (“**City Representative**”), perform maintenance, repair, service and support to the Denver Police High Activity Location Observation (HALO) Video and Surveillance System, all as more particularly described in **Exhibit A**, the **Scope of Work and Schedule (“Work”)**, incorporated herein by this reference and made a part of this Agreement as if set forth in full herein. The order of preference shall be that the terms of this Agreement shall control and take precedence over **Exhibit A** and **Exhibit B** (Contractor’s rates), as hereinafter defined. **Exhibit A** shall control and take precedence over **Exhibit B**. The Contractor shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Any professional services specified under this Agreement which requires the employment of licensed or registered personnel shall be performed by licensed or registered personnel.

B. Oversight: The Contractor shall conduct the work under the general direction of and in coordination with the City Representative, or other designated City officials and make every reasonable effort to fully coordinate all services with any City agency or any person or firm under contract with the City doing work which affects the Contractor's work. All records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the City Representative, shall become the property of the City. The Contractor agrees to allow the City to review any of the procedures used by it in doing the work under this Agreement and to make available for inspection all notes and other documents used in performing the work.

C. Conflict of Interest: The Contractor shall provide the services under this Agreement with the highest ethical standards. In the event that the Contractor determines to provide similar services to other parties not previously disclosed to the City, the Contractor shall first notify the City Representative of the proposed undertaking. In the event that the proposed undertaking creates a conflict of interest or a potential for conflict of interest, as may be determined in the sole discretion of the City Representative, the City may terminate this Agreement immediately. The Contractor shall notify the City Representative immediately upon becoming aware of any circumstances that create a conflict of interest or potential for conflict of interest. In the event that during the term of this agreement, circumstances arise to create a conflict of interest or a potential for conflict of interest, the City may terminate this Agreement immediately.

2. TERM: The term of the Agreement is from October 1, 2014 until September 30, 2017, or until the Maximum Contract Amount specified in sub-section 3.A. below is expended and all of the Services specified in **Exhibit A** has been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement ("**Term**"). Subject to the City Representative's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the City Representative. The Parties may, by written amendment, extend the Term of this Agreement for up to two (2), one (1) year extensions utilizing the same prices, terms and conditions contained in this Agreement.

**3. COMPENSATION AND PAYMENT:**

**A. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Contractor for the performance of the work set out in **Exhibit A** shall in no event exceed the sum of **ONE MILLION TWO HUNDRED SEVENTY NINE THOUSAND THREE HUNDRED SIXTY NINE DOLLARS AND ZERO CENTS (\$1,279,369.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.

**B. Payments:** Monthly payments shall be made to the Contractor in accordance with the progress of the work and the schedule as set out in **Exhibit A** and rates specified on **Exhibit B**, attached hereto and incorporated herein by this reference. Monthly invoices submitted by the Contractor to the City Representative must fully document services rendered and hours spent providing the specified services, and any other authorized and actually incurred expenses, and must be approved by the City Representative in writing in order to be eligible for compensation under this Agreement. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C. All financial related correspondence, including invoicing, should be directed to the Denver Police Department Financial Services Division, P O Box 40098, Denver, Colorado 80204

**C. Subject to Appropriation; No Multiple Year Obligation:** It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**D. Amendment:** The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the Contractor other than the work described in **Exhibit A**, and that any further phase of work performed by Contractor beyond that specifically described or without an amendment to this Agreement is performed at Contractor's risk and without authorization under this Agreement.

**4. TERMINATION:**

**A. Termination for Convenience of the City:** The City Representative, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the City Representative. Any unfinished portion of the work shall be faithfully and timely performed by the Contractor to the extent directed by the City Representative (in the City Representative's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement.

**B. Termination for Cause:** The City and the Contractor shall each have the right to terminate this Agreement, with cause, upon written notice to the other party. A termination shall be deemed "with cause" when it is based on a material breach of the covenants or a substantial default under this Agreement which has not been corrected or resolved to the satisfaction of the non-breaching or non-defaulting party within a reasonable time specified by the non-breaching or non-defaulting party in a written notice to the breaching or defaulting party. In addition, the City shall have the right to terminate this Agreement immediately for cause if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor's business. Nothing herein shall be construed as giving the Contractor the right to continue performing work under this Agreement beyond the time when the City Representative notifies the Contractor that the Contractor's work has become unsatisfactory to the City Representative and the City Representative is terminating the Agreement, except to the extent that the City Representative specifies certain work to be completed prior to terminating this Agreement.

**B. Compensation:** If this Agreement is terminated by the City for cause, the Contractor shall be compensated for all work satisfactorily completed and delivered to the City, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices already submitted and approved by the City Representative and (2) the cost of any work which the City Representative authorizes in writing which the City Representative determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated by the City

without cause or by the Contractor with cause, the Contractor shall also be compensated for any reasonable costs the Contractor has actually incurred in performing authorized work hereunder prior to the date on which all work is terminated. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

C. Product Delivery: If this Agreement is terminated for any reason, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method the City deems expedient. The Contractor shall deliver to the City all drafts or other documents the Contractor has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City. These documents and materials shall be the property of the City. Copies of work product incomplete at the time of termination shall be marked "DRAFT-INCOMPLETE".

5. **RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any action or inaction, including any payments to the Contractor, by the Contractor constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

6. **INDEPENDENT CONTRACTOR**: It is understood and agreed that the status of the Contractor shall be that of an independent contractor and an entity or person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1.E.x. of the Charter of the City. It is not intended, nor shall it be construed, that the Contractor or the Contractor's employees, agents, or subcontractors are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. The Contractor is responsible for the operational management, errors and omissions of the Contractor's employees, agents, and subcontractors. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees, agents and subcontractors: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment

compensation coverage is provided by the Contractor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

**7. INSURANCE:**

**A. General Conditions:** The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**B. Proof of Insurance:** The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor may not commence services or work relating to the Agreement prior to placement of coverage. The Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with

all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**C. Additional Insureds:** For Commercial General Liability and Business Auto Liability, the Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**D. Waiver of Subrogation:** For Commercial General Liability, Business Automobile Liability, and Workers Compensation; the Contractor's insurer shall waive subrogation rights against the City.

**E. Subcontractors:** All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. The Contractor shall include all such subcontractors and as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors upon request by the City.

**F. Workers' Compensation/Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Contractor executes this Agreement.

**G. Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each claim made,

\$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**H. Business Automobile Liability:** The Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**I. Technology Errors & Omissions including Cyber Liability:** Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$250,000 per occurrence and \$250,000 policy aggregate.

**J. Additional Provisions:**

(1) For Commercial General Liability the policy must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(3) The Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Contractor's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**8. DEFENSE & INDEMNIFICATION:**

**A.** The Contractor hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless and until such Claims



have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its sub-Contractors or subcontractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

**B.** The Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether an action has been filed in court on the Claim. The Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City's negligence or willful misconduct was the sole cause of the alleged damages.

**C.** The Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City's exclusive remedy.

**D.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

**E.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**9. COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S.

**10. PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES:** The Contractor agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its

business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations and the performance of this Agreement and not to permit the same to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

**11. EXAMINATION OF RECORDS:** The Contractor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Contractor, involving transactions related to this Agreement.

**12. ASSIGNMENT & SUBCONTRACT:** Unless otherwise expressly provided in this Agreement, the Contractor covenants and agrees that the Contractor will not assign, transfer or subcontract the Contractor's rights and obligations hereunder without first obtaining the written consent of the City Representative. Any assignment or subcontract approved by the City Representative may require new or extended insurance being provided by the Contractor or the Contractor's assignee or subcontractor, as specified in the City Representative's written consent. Any attempt by the Contractor to assign, transfer or subcontract the Contractor's rights and obligations hereunder without such prior written consent of the City Representative may, at the option of said City Representative, terminate this Agreement and all rights of the Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said City Representative.

**13. NO THIRD PARTY BENEFICIARY:** The Parties understand and expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**14. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor has

no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be executed by the City, as required by Charter and ordinance.

**15. INTEGRATION & AMENDMENTS:** This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other modification shall have any force of effect unless embodied in a written amendment to this Agreement properly executed by the Parties. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

**16. SEVERABILITY:** The Parties agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

**17. CONFLICT OF INTEREST:**

**A.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**B.** The Contractor shall not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that the Contractor has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The legislative agenda, priorities, actions, and needs of the City shall take precedence over any other obligations (contractual or otherwise, direct or indirect) of the Contractor. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this

Agreement in the event such a conflict exists after the City has given the Contractor written notice which describes the conflict.

**18. NOTICES:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made:

By Contractor to: Chief of Police  
1331 Cherokee Street, Room 422  
Denver, Colorado 80204

with a copy to: City Attorney  
1437 Bannock Street, Room 353  
Denver, Colorado 80202

By the City to: Hitachi Data Systems Corporation  
2845 Lafayette Street  
Santa Clara, California 95050

All notices shall be in writing and provided by either personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing in the United States mail or with the courier service.

**19. DISPUTES:** All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code (“D.R.M.C.”), § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the City Representative.

**20. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:**

**A. Governing Law:** This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

**B. Compliance with Law:** The Contractor shall perform or cause to be performed all services and Work under this Agreement in full compliance with all applicable laws, ordinances, codes, rules, regulations and executive orders of the United States of America, the State of Colorado, and the City and County of Denver.

**C. Venue:** Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

**21. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of Work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

**22. SMALL BUSINESS ENTERPRISES:** The Contractor shall make a good faith effort to utilize qualified and available Small Business Enterprises (SBE) to the extent required by § 28-205, *et seq.*, D.R.M.C.

**23. PREVAILING WAGES:** Employees of the Contractor or the Contractor's subcontractors are subject to the payment of prevailing wages pursuant to § 20-76, D.R.M.C., depending upon the nature of their work. By executing this Agreement, the Contractor covenants and affirms that the Contractor is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages required by the scope of work of the Contractor or the Contractor's subcontractors.

**24. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

**25. PROPRIETARY OR CONFIDENTIAL INFORMATION; OPEN RECORDS:**

**A. City Information:** The Contractor acknowledges and accepts that, in performance of all Work under the terms of this Agreement, the Contractor may have access to proprietary data or confidential information that may be owned or controlled by the City, and that the disclosure of such proprietary data or confidential information may be damaging to the

City or third parties. The Contractor agrees that all proprietary data or confidential information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of the Contractor's obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such proprietary data and confidential information as a reasonably prudent Contractor would to protect the Contractor's own proprietary data or confidential information. Proprietary data and confidential information shall include, but not limited to, any materials or information which is designated or marked "Proprietary" or "Confidential" by the City or its agents, provided to or made available to the Contractor by the City subject to a confidentiality agreement or notice of confidentiality, or used by the City under a licensing agreement or other authorization by the owner of the materials or information. Proprietary data and confidential information may be in hardcopy, printed, digital or electronic format.

(1) **Use of Proprietary Data or Confidential Information:** Except as expressly provided by the terms of this Agreement and subject to written permission of the City Representative, the Contractor agrees that the Contractor shall not disclose, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the proprietary data or confidential information, or any part thereof, or any repackaged form of the proprietary data or confidential information, or any part thereof, to any other person, party or entity in any form or media for any purpose other than performing the Contractor's obligations under this Agreement. The Contractor further acknowledges that by providing this proprietary data or confidential information, the City is not granting to the Contractor any right or license to use such data or information except as provided in this Agreement.

The Contractor agrees that any ideas, concepts, knowledge, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement, including any proprietary data or any confidential information, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to the proprietary data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the City Representative; (2) the Contractor shall retain no copies, recreations, compilations, or

decompilations, in whole or in part, of such data or information; (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or information or work products incorporating such data or information to the City.

(2) **Employees and Subcontractors:** The Contractor shall inform the Contractor's employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose proprietary data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

(3) **Disclaimer:** **Notwithstanding any other provision of this Agreement, the City is furnishing proprietary data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the proprietary data or confidential information. The Contractor is hereby advised to verify the Contractor's Work performed in reliance upon the proprietary data or confidential information. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.**

**B. Contractor's Information:** The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of the Contractor's proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert the Contractor's claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend,

indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert the Contractor's claim of privilege against disclosure under this subsection including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

**26. INTELLECTUAL PROPERTY RIGHTS:** The Parties intend that, subject to Contractor's rights in its pre-existing intellectual property, all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, , data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, "Materials"), shall belong to the City. Software shall be licensed to the City in accordance with the Contractor's standard commercial End User Software License. The Contractor shall disclose all such Materials to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity.

**27. SOFTWARE PIRACY PROHIBITION:** The Contractor shall perform no work under this Agreement that results in or from the acquisition, operation, maintenance, or use of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby covenants and agrees that, for the term of this Agreement and any extensions, the Contractor has in place appropriate systems and controls to prevent such violations of federal law and licensing restrictions. If the City determines that the Contractor is in violation of this provision, the City may exercise any remedy available at law or equity or under this Agreement, including immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions. The indemnification provision of this Agreement shall be applicable to any such violations by the Contractor.



**28. NO EMPLOYMENT OF ILLEGAL ALIENS.**

**A.** The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the “Certification Statute”) and the Contractor is liable for any violations as provided in the Certification Statute.

**B.** The Contractor certifies that:

1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

2) It will participate in either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the “Department Program”), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**C.** The Contractor also agrees and represents that:

1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

2) It shall not enter into a contract with a sub-Contractor or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program or the Department Program.

4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

5) If it obtains actual knowledge that a sub-Contractor or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-Contractor or subcontractor and the City within three days. The Contractor will also then terminate such sub-Contractor or subcontractor if within three days after such notice the sub-Contractor or subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the sub-Contractor or subcontractor

provides information to establish that the sub-Contractor or subcontractor has not knowingly employed or contracted with an illegal alien.

6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

**D.** The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

**29. LEGAL AUTHORITY:** The Contractor assures and guarantees that the Contractor possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

**30. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

**31. SURVIVAL OF CERTAIN PROVISIONS:** The Parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or earlier termination of this Agreement, shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the

generality of the foregoing, the Contractor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**32. INUREMENT:** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

**33. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

**34. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

**35. CITY EXECUTION OF AGREEMENT:** This Agreement shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

**36. COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

**37. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**(SIGNATURES ON FOLLOWING PAGES)**

**Contract Control Number:** POLIC-201417115-00

**Contractor Name:** Hitachi Data Systems Corporation

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Exhibit A**

**(Exhibit on Following Page)**

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## Overview

The Denver Police Department (DPD) High Intensity Location Observation (HALO) Video and Surveillance System Program began in 2008. HALO is a state of the art system utilizing proven digital IP based technology and includes perimeter, street mounted (wired or wireless), weather resistant, detention grade, housing-impact and tamper resistant IP based digital video cameras and proven video technologies. The existing HALO system is an “open system”, non-hardware or software proprietary solution that is comprised of commercial “off the shelf” video system technologies. HALO does not “graft” modern technology into legacy analog architecture. The HALO program includes collaboration and integration with private and public partnerships.

Therefore, the Denver Police Department; herein referred to as DPD or the Department is contracting the services of Hitachi Data Systems Corporation (f/k/a AVRIO RMS Group); herein referred to as the Contractor, to provide services for the maintenance, support, troubleshooting, upgrade, and expansion of the existing HALO portable and rapidly-deployable video camera system (to include firmware, software, and hardware). The system will ensure that all existing and future video camera system replacements and/or deployments implemented are operationally sound, and incorporate the highest level of security and integrity, and minimize risk to law enforcement personnel and regional first responder(s).

## Term

The term of this agreement will be upon execution of the contract, for an initial three (3) year period; with two (2) one-year renewals.

## Contractor Responsibilities

### Staffing

The Contractor shall staff two (2) full-time, Tier 2 certified engineers residing locally (within 35 miles of DPD Headquarters, located at 1331 Cherokee Street, Denver, CO.) Both engineers will have the training and expertise to troubleshoot, service, repair, and document the HALO system as agreed upon within this contract. Engineers should be minimally certified in Firetide and Fluidmesh. (Reference attachment – Hitachi Data Systems Corp Position Descriptions)

Contractor will ensure that both engineers are scheduled in such a way as to staff coverage to meet the expectations, as defined herein, to respond to calls for service adequately 24-hours per day; 7-days per week; 365-days per year; and, provide adequate resources for any planned upgrades or expansions of the system. At any time there is a local staff reduction due to termination or separation; the Contractor will be required to fill the vacancy within 60 days and restore the minimum required staffing level to two (2) full-time, certified engineers.

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The Contractor will maintain the capability to remotely connect to the HALO Camera Network to diagnose, repair, and update the firmware of cameras and other hardware components. The Contractor will be required to respond to an unlimited number of camera outage incidents 24 x 7 x 365.

Contractor will provide adequate levels of qualified, experienced personnel resources to insure high-quality, time efficient delivery of each relocation, upgrade, and expansion project.

### **Tier 1 Help Desk**

Contractor will provide a Tier 1 help desk staffed by certified technicians; and, will provide a single toll-free technical support number that the HALO Video System Coordinator or his designee will use 24 x 7 x 365 to notify the Contractor when outages occur.

When a mission critical outage occurs, DPD personnel will send a [group] email, listing the outages and follow-up with an immediate phone call to the Tier 1 help desk, who in turn will create a Zendesk (or similar system) ticket to report the issue. The Contractor's trained technicians will immediately use remote diagnostics technology to assess and correct the outage. If the Contractor is unable to mitigate the problem remotely, a Tier 2 field level service engineer will be dispatched to respond to solve the problem "on-site" within 4 hours of the original notification.

When a non-mission critical outage occurs, DPD personnel will create a ticket via on-line access to Zendesk (or similar system) to report the issue. The Contractor will diagnose the problem and implement a solution within 72 hours after notification. If the solution is expected to take longer than 72 hours to resolve, the Contractor will obtain approval from the HALO Video System Program Coordinator and the ticket will remain open until the camera(s) are restored to full performance level(s).

The help desk system, should at a minimum, provide a drop down menu of most frequently reported issues; and a drop down menu of camera names to aid in the consistent entry of tickets and reporting. Additionally, the system should allow the ticket to be flagged with levels of criticality to insure requirements are met regarding notification protocols, prioritization of response and resolution.

A ticket will be required for each issue reported; either initiated by the Department or by the Contractor; and, outage tickets will record when a 'minimum preventive maintenance' is performed on a camera in addition to issue resolution. When it is determined during preventive maintenance that further action will be required to fully restore a camera to its full performance level, notes will be recorded to elaborate on the information and for parts ordered; and the ticket will remain open until the camera is restored to its full performance level. This will provide tracking and reporting capabilities; and provide the necessary statistics to evaluate equipment performance levels.

## HALO Video & Surveillance System Program

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Immediately upon execution of the contract, the Contractor will schedule a meeting with the HALO Video System Coordinator and other identified DPD employees to discuss the set-up and utilization procedures of Zendesk (or like system).

### **Inventory and Equipment**

Contractor will have 30-days from contract execution to complete a full-system inventory and update any network design documents that are incorrect, incomplete, or missing. This inventory will include the assignment to each camera a unique name identifier that will be utilized in Zendesk (or similar system) to insure consistent tracking and reporting. Contractor will work with the HALO Video System Coordinator to determine the naming convention to be used.

Upon contract execution, contractor shall have purchased and will maintain locally; one (1) utility truck with an aerial bucket boom that can minimally raise one worker forty to fifty (40-50) feet above the ground. Truck will be equipped with an arrow board and safety cones for use during street occupancy related work (as required by City of Denver Department of Public Works). Proof of ownership and registration in the State of Colorado will be provided to the Denver Police Department Financial Services Division no later than ninety (90) days from execution of this contract. Contractor is responsible for all maintenance of the utility truck. The utility truck will be assigned to the Contractor's Engineer on-duty and will be available 24 hours/day, 7 days/week, 365 days/year for exclusive access and use by the Contractor.

Contractor will utilize a published MSRP equipment list; and, must document where the system equipment list is published and communicate any changes to the published price list in writing, via email to the DPD HALO Video System Coordinator, 30-days prior to any such increases taking affect. The contractual pricing discount will be utilized when upgrading and/or expanding the system. Each pricing category is to encompass all respective parts and pieces.

The Denver Police Department reserves the right to purchase equipment from other sources. When the Denver Police Department finds new equipment listed in quotations and/or a statement of work, at a significantly lower price, this right may be exercised. If the HALO Video System Coordinator decides to exercise this right, he or his designee, will meet with the Contractor to discuss the price difference and will give the Contractor the opportunity to adjust the quote. If the Contractor decides not to lower the quoted price, the HALO Video System Coordinator may purchase the equipment from another source. The equipment will be delivered to the Contractor for installation and will be covered in the quoted maintenance terms and conditions the same as all other equipment provided by the Contractor.

Contractor is responsible for maintaining a sufficient level of critical spare inventory in order to insure continuity of service and sustainability of all covered equipment. An initial list of Critical Spares will be provided by the Contractor, upon contract execution, and agreed to in writing by the HALO Video System Coordinator. The Contractor will have the ability to change the list of critical spares, as necessary during the term of the contract. The Contractor will communicate in writing, on an annual basis, to the HALO Video System Coordinator any changes to the list.

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Contractor will replace discontinued parts with system compatible, currently available models at no additional cost to the City. Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturers (OEM) parts. However, all parts or equipment furnished must equal or exceed that of the original equipment manufacturer(s) and be approved by the HALO Video System Coordinator.

### **Maintenance Services**

Contractor will be responsible for maintaining all the Department's currently deployed HALO IP cameras and includes the wireless and wired video backhauls, video transport radios, backhaul radios, switches, housings, fans, heaters, camera housings, antennas, cabling, brackets, AC Power taps, mounting hardware, solar panel arrays, integrated battery packs, electronic controls, and video components used to gather and transport video imagery back to a localized video management and storage location. Two solar powered trailers owned by the DPD will be maintained by the Contractor and will include the cameras, camera housings with fans and heaters, mounting hardware, solar panel arrays, integrated battery packs, electronic controls and the trailer platform frame, motorized boom and all other components. One solar powered pole mounted camera and related hardware will also be maintained by the Contractor and will include the camera, camera housing with fan and heater, mounting hardware, pole mounted solar panel array, pole mounted battery packs and the electronic controls.

Contractor will maintain the primary video transportation devices used for accessing video from the Denver Public Schools, (DPS). The Contractor will maintain HALO system equipment located on the rooftop of a privately owned downtown building (or other privately owned locations). For all new locations developed during the term of this agreement; the HALO Video System Coordinator will provide introductions of the Contractor's representatives to the private land owners, as necessary.

The backup DPS connection; the Regional Transportation District (RTD) connection(s); and, the storage and video management systems, used by HALO, will be supported and maintained by the City of Denver Technology Services (TS) Division. The Contractor will only be responsible for assuring that high quality and fluid video information is transported to the HALO video servers and storage devices.

Contractor will maintain optimal camera performance of at least 10 continuous and consistent frames per second (fps) of fluid video of the existing and future HALO video surveillance system cameras.

Contractor will provide firmware updates to cameras and radios when provided through the product vendors. Contractor will conduct quarterly workstation inspections to check the overall health of the systems and provide updates or clean-up that is required to keep performance at a maximum and avoid workstation issues.

Contractor will mitigate most camera outages within 72 hours and critical outages within 4 hours from the time of notification. The Contractor will maintain and utilize ZenDesk, or comparable software, as the customer service and support ticketing product to track all instances initiated either by DPD or the Contractor. The Contractor will be required to respond to one or more camera outages based on the

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defined HALO maintenance matrix. The HALO matrix will be divided into two separate categories, mission critical and non-mission critical.

**Mission critical** camera outages will be defined as instances when 10 or more cameras drop offline within 1 hour and remain offline. The Contractor will, after notification by the HALO Video System Coordinator or his designee, immediately use remote diagnostics technology to assess and correct the outage. If the Contractor is unable to mitigate the problem remotely, a tier 2 field level service engineer will respond to solve the problem “on-site” within 4 hours of the original notification. The HALO System Coordinator reserves the right to determine when a mission critical outage occurs and may require the Contractor to respond on-site to participate on a mission critical mitigation team.

**Non-mission critical** camera outages are defined as instances when 9 or fewer cameras drop offline within 6 hours, and remain offline. Cameras with intermittent connections also fall into this category. The Contractor will, after notification from the HALO video monitoring group, diagnose the problem and implement a solution within 72 hours after notification. If a repair is expected to take more than 72 hours, the Contractor will obtain approval from the HALO Video System Program Coordinator.

The Contractor will provide comprehensive Preventive Maintenance; in the form of either a scheduled site visit or when there is an issue that requires an on- site response.

**Minimum Preventive Maintenance**, listed below in items 1. – 7. will be performed in addition to an issue that requires an on- site response. Issue resolution and preventive maintenance checklist will be reported through Zendesk (or like system) each time it is completed:

1. Examine dome and clean inside and out, as necessary. Replace irreparable dome, as necessary;
2. Examine cooling fan and heater, replace faulty parts as necessary;
3. Examine all enclosures, equipment mounting, and associated wiring. Inspection of wiring and conduit for corrosion, stress on conduits, and moisture entry. Examine and replace electric tape, as necessary (wiring must be securely attached). Insure that all equipment mounting is secure;
4. Examine system for internal moisture and inspect seals;
5. Examine condition of AC power;
6. Examine condition of utility pole and any related HALO system signage;
7. Report any damage (i.e. vandalism) or issues that could not be resolved on-site, through Zendesk (or like system).

Contractor will perform comprehensive preventive maintenance of each camera, minimally once per year. The Contractor will supply a report, by January 31<sup>st</sup> of each year that lists each camera in the inventory and the date of any preventive maintenance that may have occurred during a response to an issue, during the prior twelve months. Any cameras that are identified as not being serviced with

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preventive maintenance at any point during the previous twelve months will be scheduled to have preventive maintenance completed by March 31<sup>st</sup> of the same year.

**Comprehensive Preventive Maintenance** will include a minimum of one inspection per year of each camera along with its housing, mounting equipment, power supply & UPS unit, solar panel power systems, batteries, radios, antennas, cooling and heating systems, camera dome and all related wiring and connections, dome filters will be cleaned via vacuuming or high pressure air, and all related HALO signage will be inspected for damage.

This annual maintenance inspection will include the cleaning, refurbishing or replacement of camera housing domes, as necessary. Any defective, damaged, or underperforming equipment will be replaced by the Contractor. After each camera inspection/cleaning, a report including the date, time, name of technician, work performed and parts replaced, will be recorded by the Contractor on a systematic checklist in Zendesk (or like system) and reported to the HALO Video System Coordinator no later than fourteen (14) calendar days upon completion of the annual inspection/cleaning.

Maintenance costs include all existing HALO system equipment, upon contract execution, and therefore any system relocations shall not incur additional maintenance costs; unless, such relocation requires the upgrade or addition of any new equipment. (Reference Exhibit B – Contractor Pricing)

It is understood that the first twelve (12) months of equipment maintenance costs, if any, will be included as part of any and all system upgrade or expansion quotations. Maintenance will be paid for by the Department beginning one (1) year after the date of acceptance of each project; and is the mutual responsibility of the Contractor and the Department to monitor these dates.

**Performance Service Matrix**

If the contractor fails to meet the response requirements listed above, then performance service credits will be applied to the respective monthly invoice.

Camera % Down	% Disc from Monthly
0-5%	None
5-10%	5%
>10%	10%
>5%, duration lasting >than 14 calendar days	25%

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## General Camera and Infrastructure Requirements

1. Camera(s) will be installed and maintained by the Contractor as a part of contracted services and will include but not be limited to the following:
  - a. Camera(s) will be mounted inside a ruggedized and weatherized housing.
  - b. Housing shall contain surge protection device(s). UPS units will be utilized in locations with inconsistent power quality.
  - c. Camera housing will include devices to protect equipment from lightening.
  - d. Cameras and housing must be designed to withstand the extremes of all Colorado weather.
  - e. Camera housing must be comprised of lightweight and durable material and must be compact.
2. Contractor will maintain existing multi-layered security protocols and methods including:
  - a. Data and access encryption specifications and capabilities
  - b. Temporal Key Integrity Protocol (TKIP) encryption
  - c. Advanced Encryption Standards (AES) encryption
  - d. IP traffic filtering capabilities to include addresses, subnets, and TCP port(s).
  - e. Ability to support any and all network traffic control and traffic management encryption

## Licensing

Contractor will provide the base server license(s) whether for OnSSI or Milestone; the Annual Renewal of Base Server License Software Upgrade Plan (SUP) for OnSSI or Milestone; the Base Camera (Device) License for OnSSI or Milestone; the Annual Renewal of Base Camera (Device) License Software Upgrade Plan (SUP) for OnSSI or Milestone; and, mobile server and mobile client licenses for OnSSI or Milestone. (Reference Exhibit B– Contractor Pricing)

## System Relocations

The Contractor will be responsible for relocating existing HALO Video surveillance equipment, within and outside of existing camera meshes, as directed by the HALO Video System Coordinator. When notified by the HALO Video System Coordinator, a meeting will be conducted between Contractor representative(s) and a HALO Unit representative to discuss the relocations plans. Within three (3) business days following the meeting, the Contractor will submit a Statement of Work along with a detailed written quotation that specifically itemizes the costs for all parts and services incorporated in the project. The detailed quote will clearly delineate the cost of maintenance **only on new equipment** required to relocate the camera.

After the acceptance of the relocation quote by the HALO Coordinator, a purchase order will be issued and the Contractor may begin relocation of the existing camera, along with any new equipment, based on the installation schedule detailed in the statement of work and approved by the HALO Coordinator.

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Two HALO signs will be installed in locations visible to the public at each camera location. The signs and mounting hardware will be provided by the Denver Police Department.

Upon completion of the work, the Contractor will notify the HALO Video System Coordinator and submit the modified network design documents, including updated photos, LAT/LONG GPS coordinates, radio frequencies and any other pertinent information.

The HALO Video System Coordinator will verify that the surveillance video that reaches the HALO video management system is fluid video of at least 10 continuous frames per second (fps), from each relocated camera device and that the day and night video stream is of sufficient quality to identify people and vehicles. If the surveillance video quality fails to meet this minimum requirement, the Contractor will perform work necessary to improve the video quality to the minimum requirement.

When the video stream quality meets or exceeds the minimum requirement, the HALO Video System Coordinator will, in writing, accept the video upgrade project. The date of this action will be established as the acceptance date of the relocation project, authorization of payment and initiation of the equipment maintenance program on the new equipment, if any.

### **System Upgrades**

The Contractor must have the ability to engineer, install and configure system upgrades that will seamlessly integrate into the existing HALO system. All upgrades will be mutually agreed upon, in writing, between the HALO Video System Coordinator and the Contractor.

When notified by the HALO Video System Coordinator, a meeting will be conducted between Contractor representative(s) and a HALO Unit representative to discuss the upgrade project. Within seven (7) days following the meeting, the Contractor will submit a Statement of Work along with a detailed written quotation that specifically itemizes the costs for all parts and services incorporated in the project. The detailed quote will clearly delineate the cost of maintenance on the new equipment. After the acceptance of the upgrade quote by the HALO Coordinator, a purchase order will be issued and the Contractor may begin install and configuration of the new equipment based on the installation schedule detailed in the statement of work and approved by the HALO Video System Coordinator.

Two HALO signs will be installed in locations visible to the public at each camera location. The signs and mounting hardware will be provided by the Denver Police Department.

Upon completion of the work, the Contractor will notify the HALO Video System Coordinator and submit the modified network design documents, including updated photos, LAT/LONG GPS coordinates, radio frequencies and any other pertinent information.

The HALO Video System Coordinator will verify that the surveillance video that reaches the HALO video management system is fluid video of at least 10 continuous frames per second (fps), from each camera



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device on the upgraded network and that the day and night video stream is of sufficient quality to identify people and vehicles. If the surveillance video quality fails to meet this minimum requirement, the Contractor will perform work necessary to improve the video quality to the minimum requirement. When the video stream quality meets or exceeds the minimum requirement, the HALO Video System Coordinator will, in writing, accept the video upgrade project. The date of this action will be established as the acceptance date of the upgrade project, authorization of payment, and initiation of the equipment maintenance program.

### **System Expansions**

The Contractor will be responsible to engineer, install and configure system expansions that will seamlessly integrate into the existing HALO system. All expansion will be mutually agreed upon, in writing, between the HALO Video System Coordinator and the Contractor.

When notified by the HALO Video System Coordinator, a “site survey” meeting will be conducted between Contractor representative(s) and a HALO Unit representative to discuss the plan to expand the HALO system. Within seven (7) days following the meeting, the Contractor will submit a Statement of Work along with a detailed written quotation that specifically itemizes the costs for all parts and services incorporated in the project.

After the acceptance of the expansion quote by the HALO Video System Coordinator, a purchase order will be issued and the Contractor may begin install and configuration of the new equipment based on the installation schedule detailed in the statement of work and approved by the HALO Video System Coordinator.

Two HALO signs will be installed in locations visible to the public at each camera location. The signs and mounting hardware will be provided by the Denver Police Department.

Upon completion of the expansion work, the Contractor will notify the HALO Video System Coordinator and submit the modified network design documents, including new and updated photos, LAT/LONG GPS coordinates, radio frequencies and any other pertinent information.

The HALO Video System Coordinator will verify that the surveillance video that reaches the HALO video management system is fluid video of at least 10 continuous frames per second (fps), from each camera device on the upgraded network and that the day and night video stream is of sufficient quality to identify people and vehicles. If the surveillance video quality fails to meet this minimum requirement, the Contractor will perform work necessary to improve the video quality to the minimum requirement.

When the video stream quality meets or exceeds the minimum requirement, the HALO Video System Coordinator will, in writing, accept the video expansion project. The date of this action will be established as the acceptance date of the expansion project, authorization of payment and initiation of the equipment maintenance program.

## **Construction and Remodeling Contracting Provisions**

Contractor will be responsible for obtaining any and all permits (including the cost thereof) required to perform the requested maintenance, repair and potential installation. The services shall be in complete compliance with City of Denver Building and Fire Codes.

Contractor must apply for street occupancy (lane closure) permits through the City of Denver Public Works Right of Way Services division. An on-line form should be completed at least five (5) days prior to scheduled work. Urgent requests may be coordinated through the City Inspector at 303-446-3664. There should be no fees assessed for work being completed on behalf of the Denver Police Department.

The City shall at all times have the right to inspect the work and materials used in the construction of the improvements. The Contractor shall furnish all reasonable aid and assistance required for the proper examination of the work and all parts thereof. The Contractor shall regard and obey directions and instructions of the City's Manager of Public Works or his/her authorized inspectors, when such directions or instructions are consistent with the plans and specifications for the improvements to be constructed hereunder; provided, however, that should the Contractor object to any order given by the City's authorized inspector, they may make a written application to the City's Manager of Public Works for his/her decision, which decision shall be final and conclusive. Such inspection shall not relieve the Contractor from the obligation to construct the improvements strictly in accordance with the approved plans and specifications or any approved modification thereof.

### **Protection of Property**

The Contractor shall assume full responsibility and expense for the protection of all public and private property, structures, watermains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of men and materials in connection therewith. The Contractor shall give reasonable written notice in advance to the Department of the City having charge of any property or utilities owned by the City and to other owner or owners of public or private property or utilities when they will be affected by the work to be performed under the contract, and shall make all necessary arrangements with such department, departments, owner or owners for the removal and replacement or protection of such property or utilities.

### **Methods of Operation**

Construction work started by the Contractor on any unit of his/her contract must be continuously and actively prosecuted with an optimum complement of workmen and equipment to expedite completion in the shortest possible time. The Contractor shall organize to do this construction eight hours per day from Monday to Friday inclusive in each week, excluding legal holidays, or if under emergency request at anytime day or night, including weekends.

## HALO Video & Surveillance System Program

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All work shall be accomplished by workers proficient and experienced in the trades required and in an orderly and responsible manner in accordance with recognized standards and the plans and specifications. Premises shall be kept clean and neat. Materials, scrap and equipment not having further use at the site shall be promptly removed from the job site. Disposal of Contractor's waste materials in the City's containers is prohibited unless prior permission has been granted.

#### **OSHA Guidelines**

The Contractor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.

For all operations requiring the placement and movement of the Contractor's equipment, Contractor shall observe and exercise and compel his/her employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel.

All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

#### **Video Management System**

The Contractor will execute a Milestone XProtect Video Management System Software installation (migration) project. The project will include a complete Milestone System implementation and migration of the entire HALO system, including public/private partnerships' equipment; to the level of operation as determined acceptable by the Denver Police Department.

When notified by the HALO Video System Coordinator, a meeting will be conducted between Contractor representative(s) and a HALO Unit representative to discuss the Milestone installation project. Within twenty-one (21) days following the meeting, the Contractor will submit a Statement of Work along with a detailed written quotation that specifically itemizes the costs for installation, testing, and training incorporated in the project. The detailed quote will clearly delineate the cost of maintenance on the new video management solution (VMS). After the acceptance of the project quote by the HALO Coordinator, a purchase order will be issued and the Contractor may begin installation and configuration of the new system based on the schedule detailed in the statement of work and approved by the HALO Video System Coordinator.

The following minimum features must be provided:

## HALO Video & Surveillance System Program

### EXHIBIT A

#### SCOPE OF WORK

- The server and client programs are 64 bit software applications.
- The ability to show up to 100 simultaneous cameras per view group
- Fully automated failover of all required services with no human interaction. The failover process functions in the background without any impact on the user experience.
- The software does not require relicensing of the “failed to” system upon failover.
- Advanced alarm handling features
- An alarm interface with live and playback integrated in the same interface.
- Advanced export features such as export profiles, prevention of future exports and the capability to export multiple views.
- The ability to create video bookmarks in live mode
- A web client application that gives users the ability to view and control the cameras.
- A mobile device, (smart phones & tablets), application compatible with Android and Apple iOS devices and gives users the ability to view and control multiple cameras.
- Web client transcoding is completed in 3 seconds or less.”
- Camera views setup in the desktop, web, or mobile client must automatically synchronize with the other clients.
- The web and mobile clients provide PTZ control.
- Live video can be transferred from a mobile device directly to the VMS.
- Automatically generates a camera view based on a map.
- Management software, viewing software and recording software are all manufactured and maintained by the same manufacturer, and technical support is provided by the original manufacturer.
- Client has the ability to run on older business class Dell Optiplex computers without installing a third party video card and with the following specifications:
  - o E2200 Intel Core 2 Duo 3M, 2.20 GHz
  - o Windows XP Professional
  - o Intel graphics media accelerator 3100
  - o 2GB System RAM
  - o 160GB SATA Drive
- Has centralized management capabilities and can integrate with the existing Microsoft Windows Active Domain users and groups
- Can support and integrate with edge storage camera technology and has the ability to support more than 5,000 cameras.
- Has the ability to create rule based bookmarks
- Capable of video data encryption and digital video database signing
- Desktop client does not utilize more than 10% of the available CPU processing power or more than 2% of the available network resources while minimized to the taskbar.
- Has the ability to open multiple VMS desktop client application sessions on the same computer simultaneously.

### Warranty Management

All products will be warranted during the maintenance term. Contractor shall track, manage, and administer all warranty related defects, exchanges, and replacements during the term of this agreements. Contractor shall pay all shipping/freight expenses related to exchange or purchase of equipment under warranty.

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For equipment purchased by the City (as referenced in the *Equipment and Inventory* section); the Contractor shall maintain this equipment the same as equipment purchased by the Contractor.

## Reporting

Upon execution of the contract, Contractor will schedule a meeting with the HALO Video System Coordinator and other identified DPD employees to discuss the set-up, utilization, and reporting capabilities of Zendesk (or like system). At a minimum, the system will be capable of producing the following reports:

- On-demand Query for Open Issue Tickets
- Camera Status Report
- Quarterly Performance Report
- Annual System Status Report
- Total Service Tickets (customer defined date range)
- Camera History Report
- Comprehensive Preventative Camera Maintenance Report

A **Statement of Work** will be required for each relocation, upgrade, or expansion project performed by the Contractor. This statement of work will at a minimum include a project overview, approved equipment/software list, project timeline, work to be performed, completion date, and an approval section with date of acceptance. (Reference Attachment – Reports)

A detailed **Quote** will be required for each relocation, upgrade, or expansion project performed by the Contractor. This quote will clearly delineate separate sections for equipment, labor, and maintenance. (Reference Attachment – Reports)

- A Sector Diagram and Camera Diagram should be included with each project Statement of Work and Quote. At a minimum the proposed Camera Diagram should include radio and antenna frequencies, hardware, and IP addresses.

## Certifications

Contractor shall be required to maintain the following minimum Certifications / Qualifications:

- “Advanced” Certified partner of the Milestone Corporation.
- “Premier” Firetide VAR/installer with the qualifications to design, deploy, and service Firetide wireless mesh networks.
- Authorized Fluidmesh Networks reseller and fully trained and certified to install, maintain and service all Fluidmesh Networks wireless mesh network products.
- OnSSI Ocularis Channel Partner Gold with Ocularis DS and ES certifications.

Contractor will be required to supply, on an annual basis, verification that all the above listed corporate certifications are active and in good standing. Additionally, contractor shall provide any and all certifications that are active for the two full-time engineers locally employed. In the event that a new

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engineer is assigned locally, the Contractor shall have thirty (30) days in which to supply active certifications for that individual to the HALO Video System Coordinator.

## **Additional Services**

### **Network Design Documents**

Contractor will provide the DPD with detailed network design documents that shall, at a minimum, include Sector Diagrams; Camera Report(s); and Camera Diagrams. These documents will initially be provided as a result of the full system inventory; and, will be updated each time there is a relocation, update, or expansion.

Upon execution of the contract, Contractor will schedule a meeting with the HALO Video System Coordinator to discuss the content and specifications of the Network Design Documents.

### **Public/Private Partnerships**

Current partnerships with the Regional Transportation District (RTD) and Denver Public Schools (DPS) will be maintained and expanded. The City negotiates all public and private partnerships. The Contractor may be asked to provide technical information as part of future partnership negotiations. At the direction of the HALO Video System Coordinator and the acceptance of a partnership quote, the Contractor will install and maintain specified video surveillance equipment to transport video to the HALO Video Surveillance System; with the same expectations as defined under the System Expansions section.

### **Training**

Contractor must possess the expertise to train designated City personnel on the design of the HALO Video Surveillance outdoor network and the operation of all associated network software management components. Contractor will minimally provide overall network design training; Milestone training; and training on the Contractor's customer support system (Zendesk, or similar system).

- Milestone training will include VMS systems administrators, network administrators, storage system administrators, and a comprehensive train-the-trainer end user program.
- Zendesk (or similar system) training will include system administrators, DPD Command staff, and DPD administrative support staff.

Systems operations and administration training will be provided to City identified personnel on a quarterly basis, consisting of a total of 8 hours per quarter. Training may consist of overall systems design, Firetide, Fluidmesh, and camera administration. Additionally, training may consist of system administration in the context of an ONSSI and/or Milestone head-end video management system.

### **Document Library**

Contractor will provide, in digital format, network design documents and a current, system-wide inventory to be housed in a secure, virtual library maintained by DPD. The Contractor may also provide other pertinent documents, such as the Maintenance Troubleshooting Guide, form and report designs

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and definitions, administrative manuals for major system components, and applicable product guides. Contractor will keep these documents refreshed with each relocation, upgrade and/or expansion.

Contractor shall provide updated network design documents no later than fourteen (14) days from acceptance of each completed project. Contractor shall provide updates to other pertinent documents no later than 60 days from the date of any mutually agreed upon changes.

## **Denver Police Department and/or City Responsibilities**

The Department will identify a HALO Video System Coordinator through which the Contractor will schedule, mitigate, communicate, and report all system issues/projects.

The Department will immediately notify the Contractor of any equipment malfunction requiring the services defined herein.

The Department will provide all HALO signage and mounting hardware required for each project upgrade or expansion.

The Department will coordinate access to secure locations where video surveillance equipment exists.

The Department will maintain a secure, virtual repository that will contain a document library.

The City will establish and maintain Virtual Private Network (VPN) access for the Contractor to diagnose, troubleshoot, and repair systems issues.

The City will maintain the connection between the Regional Transportation District system and the Denver Police Department system.

The City will maintain the backup Denver Public Schools system VPN connection.

The City will maintain changes in hardware, operating systems, network setup, network maintenance and setup and use of any file access control systems on the City's network.

The City will maintain current and future video and storage server hardware.

The City will provide any required street occupancy (lane closure) permits; as applied for by the Contractor.

## **Deliverables**

### **Upon Execution of the Contract**

- Contractor will provide a dedicated, full-time engineer residing locally (within 35 miles of DPD Headquarters, located at 1331 Cherokee Street, Denver, CO)

## HALO Video & Surveillance System Program

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- Contractor will have purchased and deployed locally; one (1) utility truck with an aerial bucket boom that can minimally raise one worker forty to fifty (40-50) feet above the ground
- Contractor will provide the HALO Video System Coordinator a list of equipment critical spare inventory
- Contractor will schedule a meeting with the HALO Video System Coordinator and other identified DPD employees to discuss the set-up and utilization procedures of Zendesk (or like system).
- Upon execution of the contract, Contractor will schedule a meeting with the HALO Video System Coordinator to discuss the content and specifications of the Network Design Documents.

#### **30-Days from Execution of the Contract**

- Contractor will complete a full inventory (with assignment of unique identifiers), and network diagramming of the existing HALO system in its entirety which will be agreed upon between the Contractor and the HALO Video System Coordinator.
- Contractor will have completed a Customer Service system set-up; which will allow identified DPD employees' access to the ZenDesk (or like system) to report issues, requests, and or communications

#### **60-Days from Execution of the Contract**

- Contractor will provide a second dedicated, full-time engineer residing locally (within 35 miles of DPD Headquarters, located at 1331 Cherokee Street, Denver, CO.)

#### **90-Days from Execution of the Contract**

- Contractor will provide the Denver Police Department Financial Services Division proof of ownership; and a copy of the State of Colorado registration for the required utility truck

#### **120-Days from Execution of the Contract**

- Contractor will have completed an initial on-site inspection and maintenance of the entire HALO system.

#### **Quarterly**

- Contractor will conduct quarterly workstation inspections (for workstations used to monitor HALO only) to check the overall health of the systems and provide updates or clean-up that is required to keep performance at a maximum and avoid workstation issues
- Contractor will provide on a quarterly basis, a total of eight (8) hours of systems operations and administration training to City identified personnel (as referenced in the *Additional Services – Training* section)

#### **Annually**

- Contractor will submit an annual camera maintenance report and schedule to the HALO Coordinator no later than January 31 of each year for approval



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- The Contractor will communicate in writing, on an annual basis, to the HALO Video System Coordinator any changes to the Critical Spare inventory list
- Contractor will be required to supply, on an annual basis, verification that all required corporate certifications and engineer certifications are active and in good standing

HALO Video & Surveillance System Program

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## Definitions

The following **Terms/Acronyms** apply to the specifications outlined in this contract.

**Definition:**

<b>AES</b>	Refers to Advanced Encryption Standards
<b>AGC</b>	Automatic Gain Control
<b>ASP</b>	Advanced Simple Profile
<b>ATP</b>	Acceptance Test Plan
<b>AVC</b>	Advanced Video Coding
<b>City or the City</b>	The City and County of Denver
<b>Compression (video)</b>	Reducing the quantity of data used to represent video content without excessively reducing the quality of the picture, reducing the number of bits required to store and/or transmit digital media permitting video to be transmitted more economically over a smaller carrier
<b>Coordinator / Administrator</b>	HALO Video System Coordinator / HALO Administrator are one in the same, and the authorized designee as determined by the Denver Police Department
<b>CIF</b>	Common Intermediate Format or Common Image Format refers to the NTSC standard for broadcast quality video. Formats include QCIF, 4CIF, 16CIF, etc.
<b>DPD, or The Department</b>	Denver Police Department
<b>DIANE</b>	Denver Institutional Area Network Environment
<b>EPP</b>	Environmentally Preferable Purchasing
<b>Frame</b>	Refers to one of the many still images which compose the complete video or moving picture.
<b>Frame Rate</b>	The rate at which sequential frames are presented
<b>Gunshot Detection System</b>	One or more sensing technologies that detect either the fact that a weapon has been fired or to detect the projectile fired by the weapon using sound or visual or infrared light as sensing technologies.
<b>HALO</b>	DPD's High Activity Location Observation Program.
<b>IP</b>	The computer networking protocol used on the Internet, a data-oriented protocol used for communicating data across a packet-switched internetwork
<b>IP Video Surveillance</b>	the transmission of video utilizing open internet protocols and standards for the purpose of recording and monitoring
<b>IPS</b>	Inches Per Second
<b>MAC</b>	Media Access Control
<b>Mbps</b>	Megabits per second.
<b>Mesh Network</b>	A way to route data, voice and instructions wirelessly between nodes, allowing for continuous connections and reconfiguration around broken or blocked paths by "hopping" from node to node until the destination is reached.
<b>MTBF</b>	Mean Time Between Failures

HALO Video & Surveillance System Program

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<b>Network Camera</b>	A camera and a computer combined in one unit that captures and transmits live images directly over an IP network with its own IP address, enabling authorized users to locally or remotely view, store, and manage video over standard IP based network infrastructure.
<b>NLOS</b>	Non Line of Site
<b>NVMS</b>	Network Video Media Server
<b>Open System</b>	Non-proprietary software or hardware
<b>Pan</b>	The horizontal movement or rotation of a film or video camera, or the scanning of a subject horizontally on video or a display device
<b>PDA</b>	Personal Digital Assistant
<b>PPF</b>	Pixels Per Foot
<b>QOS</b>	Quality of Service
<b>Resolution</b>	The number of distinct pixels in each dimension that can be displayed.
<b>RFP</b>	Request for Proposal.
<b>SAN</b>	Storage Attached Network
<b>SOF</b>	Single Point of Failure
<b>Tier 1 Contractor Support</b>	The first level of contractor support that responds to telephone and email service requests. A live support person is required to handle service requests during Monday thru Friday between the hours of 9am and 5pm mountain time. The contractor will provide access to an on-call support professional for critical outages between the hours of 5pm and 9am during the week and on the weekends and holidays
<b>Tier 2 Contractor Support</b>	The field level engineer(s) who live within 35 miles of the Denver Police Department Building located at 1331 Cherokee St and perform(s) field work as required to maintain optimal camera performance
<b>TKIP</b>	Temporal Key Integrity Protocol encryption
<b>TS</b>	The City's Technology Services Division
<b>TSS</b>	The City's Technology Services – Safety
<b>UPS</b>	Uninterrupted Power Supply
<b>Video Analytics</b>	Software technology used to analyze video for specific data, typically applied in a physical security context and using software algorithms that run on processors inside video cameras, recording devices, or specialized video processing units
<b>Video Compression</b>	A wide variety of methods used to compress video streams
<b>VMS</b>	Video Management System
<b>VPN</b>	Virtual Private Network.
<b>WAN</b>	Wide Area Network
<b>Zoom</b>	An assembly of lens elements with the ability to vary its focal length and thus angle of view

## Hitachi Data Systems Corp - Position Descriptions

### Systems Engineer

The Systems Engineer performs a wide variety of evaluation, maintenance, installation and training tasks to ensure the IP-Surveillance network performs according to customer and company established specifications. The Systems Engineer also provides direction, information, and recommendations regarding network configurations and installations to internal and external customers.

#### Essential Job Functions

- Maintain a thorough understanding of the basics behind the Internet and its workings (DNS, Security, IP Routing, HTTP, VPN, Email Routing, SPAM, etc.)
- Configure and setup Cisco Firewalls, VPN Concentrators and Security appliances for access to video applications
- Thorough understanding of Windows Server environments to include design, installation and configuration
- Design, setup and configure video server and storage environments
- Design, setup and configure complex switching environments
- Design, setup and configure complex wireless networking that supports open or secured access and the ability to support video applications
- Maintain a thorough understanding of Local Area Networking
- Assist in the design of multi-server environments including IP address schemes, DNS, WINS, Ether-Channel (Bonding), etc.
- Configuring and installing client and server network software for upgrading and maintaining network
- Maintaining multi-site network operations and software applications, operating systems and regular maintenance with both private and public facilities
- Managing assigned projects and program components to deliver services in accordance with established objectives.
- Responding to inquiries from staff, administrators, service providers, site personnel and outside vendors and etc. to provide technical assistance and support
- Supervising the administration of systems and servers related network to ensure availability of services to authorized users.
- Troubleshooting malfunctions of network hardware and software applications and security systems to resolve operational issues and restore services.
- Complete timesheets and expense reporting
- Any other duties as assigned by management

#### Qualifications

- BS or BA in Computer Science, Engineering, or related field, or demonstrate equivalent training or technical experience.
- 5-6 years of related relevant experience
- Windows Server 2003 & 2008; SQL Server certifications a major plus
- Current CCNA and/or CCDA certification a major plus
- ONSSI and/or Genetec certifications a major plus
- Firetide/Fluidmesh/Exalt/Redline/Bridgewave/Motorola wireless experience a major plus

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- Excellent interpersonal, supervisory, organizational and customer service skills strongly preferred
- Must have proven track record of providing IT Support services on a national or regional basis.
- Should be able to demonstrate a working relationship with groups within or outside of IT to help implement technical solutions.
- Experience working with outside vendors and support companies as needed
- Must hold a valid driver's license with no restrictions and possess reliable transportation
- Ability to travel up to 75% of the time

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## Field Engineer

### Reports to

Solution Manager/Director Program Management

### Focus

Wireless Video Systems, Software and Systems Deployment, Customer Service & troubleshoot, Assist Project Manager and other Directors with projects.

### Essential Job Functions

- Installs new equipment, systems and cameras when needed
- Installs/troubleshoots wireless mesh, point-to-point and point-to-multipoint radios
- Performs on-site visits for camera outages for troubleshooting and repair/replacement
- Assists in end-user training
- Documents all installations, repair or service completed

### Qualifications

- Strong customer service orientation with professional demeanor, professional appearance, high work ethic and integrity
- Excellent written and oral communication skills
- Proven interpersonal relationships with customers and co-workers
- Proven ability to multitask and manage simultaneous projects to completion
- Ability to develop sound working relationships with external as well as internal customers
- Excellent problem solving skills focusing on continuous improvement
- Analytic ability to diagnose problems and ability to work independently to correct difficulties

### Skills

- Windows Operating Systems
- Windows Server Platforms
- Understanding of IP Technology, Network Configurations, Vlans, Firewall, VMware, Storage
- Wireless understanding including multiple vendors, topologies and frequencies
- Understanding of various video and camera technologies, encoding/decoding, power, etc

### Requirements

- Associates Degree with emphasis on Information Systems or 3 years experience in the IT Systems industry

### Other Requirements

This position does require the employee have reliable and presentable, and insured transportation with which to travel to, and from, customer site(s). Reliable transportation is defined as a vehicle the employee utilizes during the course of fulfilling the duties of their position. Vehicle usage is generally Monday to Friday, 8am to 5pm, but can also include nights, weekends, and holidays on rare occasions.

HALO Video & Surveillance System Program

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**Physical Requirements**

These physical demands are representative of the physical requirements necessary for an employee to successfully perform the essential functions of the System Technician job. The employee is often required to sit and use their hands and fingers, to handle or feel and to manipulate keys on a keyboard. The employee is often required to stand, walk extensively, reach with arms and hands, climb ladders or balance, and to stoop, kneel, crouch or crawl. Vision abilities required by this job include close vision.

HALO Video & Surveillance System Program  
EXHIBIT A  
SCOPE OF WORK

## Reports

### Project - Statement of Work

[SAMPLE]

Name of the Project: \_\_\_\_\_ Zendesk Ticket # \_\_\_\_\_

#### Project Overview

- Will include a description of the project objectives
- Location of the project
- Environmental factors (if applicable)
- Stakeholders (Other City Agency, Partnership, or third-party vendors (if applicable))

#### Approved Equipment List (Hardware and Software)

#### Project Timeline

- Anticipated start date
- Major milestones
- Anticipated completion date

#### Work to Be Performed

- By the Contractor
- By Sub-Contractors (if applicable)
- By City Agency(ies) (if applicable)
- By Partner or other stakeholder
- List any dependencies, risks, or other factors that may impact the project

#### Closing

Process	Date of Completion
• Equipment tested and performance levels achieved	
• Each camera assigned a unique identifier and entered into Zendesk	
• Network diagrams created/updated and stored in Document Library	

#### **Project Date of Completion**

\_\_\_\_\_

\_\_\_\_\_

Date

Signature

#### **Date of Acceptance (DPD)**

\_\_\_\_\_

\_\_\_\_\_

Date

Signature

#### Attachments:

Detailed Quote (required)

Sector Diagram

Camera Diagram



HALO Video & Surveillance System Program

EXHIBIT A  
SCOPE OF WORK

**Quote**

[SAMPLE]

Date of Quote: \_\_\_\_\_ Quote Expiration Date: \_\_\_\_\_

Quote # \_\_\_\_\_

Name of Project: \_\_\_\_\_ Related Zendesk Ticket # \_\_\_\_\_

Project Manager: \_\_\_\_\_

**EQUIPMENT (Itemized Listing)**

Description	Model #	Qty	Cost Per	Total Cost

**LABOR**

Category	Est # of Hours	Cost Per Hour	Total Cost
Installation			
Field Engineering			
Project Management			

**MAINTENANCE**

	Total Cost
Maintenance costs cover year one from date of acceptance.	

**TOTAL COST OF PROJECT:** \$ xxx,xxx.xx

**COMMENTS:**

<i>(i.e. discounts, special programs, etc.)</i>

Quote acceptance date: (DPD) \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Exhibit B**

**(Exhibit on Following Page)**

HALO Video Surveillance System Program  
EXHIBIT B  
Contractor Pricing

<b>Item No. 1 Monthly Maintenance Fee:</b>	<b>Monthly Fee Year 1</b>	<b>Monthly Fee Year 2</b>	<b>Monthly Fee Year 3</b>	<b>Monthly Fee Year 4</b>	<b>Monthly Fee Year 5</b>
1a. The maintenance fee shall cover the current installed HALO Video surveillance system to include the entire costs of the scope outlined in Section B, and all respective labor and equipment. This is a turnkey maintenance program that provides a fixed monthly cost to maintain all existing cameras and associated equipment as specified in scope listed herein. This pricing is inclusive of all broken/repaired cameras.					
	<b>\$ 10,500.00</b>	<b>\$ 11,000.00</b>	<b>\$ 11,500.00</b>	<b>\$ 12,250.00</b>	<b>\$ 13,000.00</b>
Expansion: 1c. States for all expansions monthly fee will increase by 6% of total project price divided out monthly starting Year 2 of acceptance, than increase at a rate of 5% thereafter annually.					

<b>Item No. 2: Upgrade, Expansion and Relocation Labor Pricing:</b>	
2a. Project Management per Hour – to include all project management scope of work completion; design oversight, etc.	<b>Labor Rate per Hour \$ 150.00</b>
2b. Labor per Hour – to include all costs of actual technicians to install equipment as necessary	<b>\$ 125.00</b>
2c. Wireless Network Design Engineer	<b>\$ 150.00</b>
2d. General Electrician	<b>\$ 90.00</b>

<b>Item No. 3: Licenses</b>			
<b>3a. Base Server License for OnSSI and Milestone</b>			
	Unit Price	MFG	Model No
OnSSI	\$ 1,318.00	OnSSi	OC-ES
Milestone	\$ 1,835.00	Milestone	XPCOBT
<b>3b. Annual Renewal of Base Server License Software Upgrade Plan (SUP) for OnSSI and Milestone</b>			
OnSSI	\$ 262.00		
Milestone	\$ 331.00		
<b>3c. Base Camera (Device) License for OnSSI and Milestone</b>			
OnSSI	\$ 236.00	OnSSi	OC-ES-1C
Milestone	\$ 225.00	Milestone	XPCODL
<b>3d. Annual Renewal of Base Camera (Device) License Software Upgrade Plan (SUP) for OnSSI and Milestone</b>			
OnSSI	\$ 43.00	OnSSi	SUP-OC-ES-1Y
Milestone	\$ 43.00	Milestone	YXPCOBT

<b>Item No. 4: Equipment:</b>					
Item 4 shall be as a percentage discount off published discount MSRP list. Vendor must document where the list is published and communicate any changes to the published price list in writing, via email to DPD Administrator 30 days prior to such increase taking affect. This pricing discount will be utilized only when upgrades and or expanding the system. Each pricing category is to encompass all respective parts and pieces. When vendor is pricing actual projects a comprehensive price list of all hardware the proposed vendor can provide the City.					
<b>4a. Camera's:</b>	<b>% Discount</b>	<b>MFG Line</b>	<b>Details</b>	<b>Published Location &amp; Date</b>	
	<b>10%</b>	AXIS	All Cameras	Anixter Denver 2013-2014	
	<b>20%</b>	Sony	All Cameras	Anixter Denver 2013-2014	
	<b>10%</b>	Panasonic	All IP Cameras		
	<b>10%</b>	Canon	All IP Cameras	Accu-Tech	

HALO Video Surveillance System Program  
EXHIBIT B  
Contractor Pricing

**4b. Enclosures:**

MFG Line 1	<b>10%</b>	Dotworkz	Enclosures & NVRs	Anixter Denver 2013-2014
MFG Line 2	<b>20%</b>	Avrio	Gen 2&3 Aluminum	NYS Contract 2012
MFG Line 3				

**4c. Wireless Radio's:**

MFG Line 1	<b>15%</b>	Firetide	All Radios	Anixter Denver 2013-2014
MFG Line 2	<b>10%</b>	Fluidmesh	All Radios	Anixter Denver 2013-2014
MFG Line 3	<b>5%</b>	Bridgewave	All Radios	Anixter Denver 2013-2014
MFG Line 4	<b>5%</b>	Exalt	All Radios	Anixter Denver 2013-2014
MFG Line 5	<b>5%</b>	Proxim	All Radios	Anixter Denver 2013-2014
MFG Line 6	<b>5%</b>	Ubiquiti	All Radios	Anixter Denver 2013-2014
MFG Line 7	<b>5%</b>	Redline	All Radios	Wincomm 2013
MFG Line 8	<b>5%</b>	Motorola	All Radios	Wincomm 2013

**4d. Outdoor Switches:**

MFG Line 1	<b>5%</b>	Cisco	All Switches	Anixter Denver 2013-2014
MFG Line 2	<b>7%</b>	Transition	All Switches	Anixter Denver 2013-2014
MFG Line 3	<b>7%</b>	Etherwan	Complete Line	Anixter Denver 2013-2014

**4e. Power Supplies:**

MFG Line 1	<b>5%</b>	Altronix	Complete Line	Anixter Denver 2013-2014
MFG Line 2	<b>5%</b>	Meanwell	Complete Line	Anixter Denver 2013-2014

**4f. Wireless Antenna's:**

MFG Line 1	<b>5%</b>	Wireless Edge	Wincom
MFG Line 2	<b>5%</b>	Mars	Wincom

**4g. Heaters and Fans:**

MFG Line 1	<b>0</b>	Orion	Misc Vendors
MFG Line 2	<b>0</b>	Watlow	Misc Vendors

**4h. Related Accessories:**

MFG Line 1	<b>5%</b>	L-COM	Cables & Misc POD Switches
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**Item No. 5: Video Management System Installation, Implementation and Migration:**

Proposed price shall include all onsite costs to perform a complete Milestone Systems implementation and migration of entire HALO system, including sharing partnerships equipment to the level of operation as determined acceptable by the Denver Police Department and must include training for VMS systems administrators, network administrators, storage system administrators and a comprehensive train the trainer end user program.

5b. Onsite Installation, Implementation and Migration:	<b>\$ 19,500.00</b>
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**Exhibit C**

**(Exhibit on Following Page)**

