



CITY OF ATLANTA

Kasim Reed
Mayor

226 Peachtree Street, SW
Atlanta, Georgia 30303
(404) 546-6900

Atlanta Police Department
George N. Turner
Chief of Police

December 5, 2012

Ms. Chara Jackson
ACLU Foundation of Georgia

RE: Request for Records Regarding Automatic License Plate Readers used by the
Atlanta Police Department
(OR # 122150008)

Dear Ms. Jackson,

The following is in response to your request received by the Atlanta Police Department. A search was conducted, by our Contracts Coordinator, Fiscal, and Auto Theft Units, using the information you provided, and the attached records were identified.

Please be advised that our office is responsible for providing records that are most closely responsive to the documents requested in your Open Records Act requests. We are not required to answer questions. If the enclosed documents do not satisfy your request please be more specific about the document(s) that you would like to receive so that we can conduct an additional search. Also, please visit the Vigilant Video website for technical specifications of the equipment. If you would like to modify your request or submit future requests please contact our office via phone at (404)546-7448 or via mail to 226 Peachtree St. Atlanta, GA 30303 ATTN: Officer N. Towns.

Sincerely,

Officer N. Towns
Public Affairs/Open Records Officer

Vigilant Video 4/18/12

- Host their own server + push out updates
- = Small mobile unit
- Velox device to any position in the
- All data is stamped Time, location,
- Stabilization system / ^{high} heat resistance
- ~~the end of the~~
- Support up to 4 cameras
- Will keep devices in stock in the
- 24hr replacement device to arrive
- Covert device has its own processor
- Comes w/ laptop & software
- ~~the~~ Only thing needed is power &
- magnetic based cameras
- Real-time Hot list updates from
- GCIS & DOR

Exp tag, Suspended tag, stolen tag, insurance, etc.

Color video ** (help to accurately ID color vehicles.)

- Audio alerts
- OCR (up to 120mph ^{on} recognition)

↳ Write OCR according to American State

↳ Change Change "Regions" on OCR for the

- Google Maps used to provide location
- Push out alerts to every unit

- Can manually input tag #/letters i.e.
Car Dealer Tags

→ Can take pictures of any ^{thing} scene;
Save to pc for later use ^{mobile}

→ ~~App~~ ^{Asset}: Recovery updates to ^{info} in conjunction w/ ~~that~~ ^{hot} links to find tags; shows a Google Map (radius of current location) to show hits on to

~~App~~ DNLS

↳ Free App for mobile devices which can scan tags (data stamp w/ location, date, & time)

*4 Florida tags R most difficult to read due to reflective ~~or~~ letters/numbers

LT Mason

W/In Network
Mason
(LPR)

El Sag Demo

- TOC = broadcast alerts to other LPR (that are subscribed)

* Included in price to APD.

- 1 color cam - read up to 2 lanes
1 b/w cam - 16^{mm}, 25^{mm}, 35^{mm}, 50^{mm}

* Scan @ or up to 140mph
24ft 36ft
2 lanes 3 lanes

- Digital cams.

- TOC (awareness)

- Data Collection (house our own)
ACLU (333) Law enf - to - Law enf

- El Sag will setup how APD access data w/ other jurisdictions.

* NO cost to save data on GSP server

Trade-in - \$ on All current unit

- Warranty - All s/hware update

- Cameras can be used for multi-p
ie 1) DOR 2) stolen vehicle tags

- No phone app

Updates from GBT servers

- 24/7 tech support & replacement of cameras

GPS system to direct officers to location

- Can manually insert plates / other data for investigation

- Can create own hot list

- Make / Model Recog is in place

- NO Context cam, but offers a barrel cam (pre-built cover cam). Self-maintained & send out alerts; use wi-fi / air car

- Early portable when trunk is opened

- NO OCR; but spare runs tag twice to ensure correct read on plates. (17 misread according to L)

- 30 min / 50 to move equip from one veh to next

- Large processor / unit compared to Vigilant.

* Need to setup localized server to dump data (costly fee), server would be TeraByte.

Dana Safety Supply Vendor 1
Genetec (AutoVu IP LPR)

A company located in Montreal, Quebec
Canada

- Backlog Software allows data storage
- Success^{magnetic} - Cup mount, ^{12 cans} pnp, easily - transport
- Does OK plates against other databases
- ~~700~~ ~~2000~~ Can mount cameras anywhere
- On vehicle individually
- Scan plates ^{on car in motion} up to 150 mph { NO INS or Opt provided; OR Warrant
- Genetec is global co.
- Backlog allows partial plates to be entered & all data collected stored will be used to find stolen vehicles/plates
- Each AutoVu has ^{sharp} its own dedicated processor for optimal performance in spite of # of cameras installed.

Pearpoint Image Processing System
PIPS Technology Vendor 2

- Located in Knoxville, TN { NO opt 4
- 3/30/12: featured in TN news for finding a stolen vehicle Bryan Sturgill, CEO,
- Ch 6, Knoxville
- Any law enforcement database is access

FL-Sag (Thomas S Madelon & Assoc) Vendor 3

- provided Opt 4.

- Greensboro, NC; local (Madelon & Assoc)

↓
Aspeton
Bridges, Dr

- Already providing APB equipment

Vigilant Video

Law Enforcement Product Software Site License Agreement

This Vigilant Video Software Site License Agreement (the "Agreement") is made and entered into as of this 9th Day of May, 2012 (the "Effective Date") by and between **Vigilant Video Inc.**, a Delaware corporation, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant Video") and City of Atlanta Police Department, a law enforcement agency or other governmental agency, having its principal place of business at Public Safety Headquarter (PHSQ) ("Licensee")

WHEREAS, Vigilant Video designs, develops and licenses advanced video analytics software technologies for the security and law enforcement markets;

WHEREAS, Licensee desires to license from Vigilant Video the Software Product(s) (as defined below) for itself and Affiliates (as defined below);

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

Definitions:

"Affiliate(s)" means any employee, contractor, or volunteer who is affiliated with Licensee or is authorized by Licensee or is controlled by or under control of Licensee and who may also utilize the Software Product(s) (as defined below). Final determination of affiliate approval is left to the sole discretion of Vigilant Video.

"Effective Date" means the day this Agreement has been fully executed by duly authorized representatives of both parties.

"Software Product(s)" means Vigilant Video's Law Enforcement & Security family of software product(s) including CarDetector Mobile LPR Edition, CarDetector Fixed LPR Edition, Law Enforcement Archival & Reporting Network (LEARN) server, Smartphone Mobile Companion and other software applications considered by Vigilant Video to be applicable for the benefit of law enforcement agencies.

"Site License" means a non-exclusive, non-transferable, limited term license to install and operate Software Product(s) on to any applicable media without quantity limitation within the Licensee's designated facility for an initial period of one (1) year.

"Subscription" means an annual renewal of the Site License held by any Licensee who is in compliance with the terms and conditions of this Agreement.

Vigilant Video

Site License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant Video grants Licensee a Site License. Except as expressly permitted by this Agreement, Licensee, any Affiliate or any third party acting on behalf of Licensee shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Product(s). Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise.

The Licensee is permitted to redistribute the Software Product(s) to Affiliate(s) acting on behalf of Licensee only for the duration of this Site License within the Licensee's designated agency.

Affiliate(s) are permitted to use Software Product(s) only for law enforcement or government approved purposes. Use of Software Product(s) for any other purpose (e.g., private consulting services) is prohibited.

Affiliate(s) who discontinue their association with the Licensee do not have the right to continue using personal copies of the Software Product(s) obtained under this Agreement, nor may such former Affiliate(s) obtain updates of the Software Product(s) from the Licensee. However, the Licensee is not under obligation to enforce such compliance by former Affiliate(s) beyond its implementation of restrictions set forth above regarding access to the Software Product(s) by Affiliate(s).

Licensee shall display a full copyright notice and any other notice of use on all copies of the Software Product(s) being redistributed to Affiliate(s). Licensee shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Product(s) are first started on any computer. Any use or redistribution of Software Product(s) in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant Video is strictly prohibited.

Termination:

This Agreement is effective as of the Effective Date for one (1) year, or until terminated. Licensee may terminate this Agreement at any time by notifying Vigilant Video of the termination in writing thirty (30) days prior to the termination and deleting all copies of the Software Product(s). If Licensee terminates its license prior to the end of the licensed period, Vigilant Video will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant Video by Licensee. Upon termination of the Site License, Licensee shall immediately cease any further use of Software Product(s) by itself or its Affiliate(s).

Vigilant Video has the right to terminate this Agreement by providing thirty (30) days notice if Licensee violates any material term or condition of this Agreement. Upon receipt of Vigilant Video's notice of termination, licensee shall be afforded thirty (30) days to cure such violations. If within thirty (30) days of written notice of violation from Vigilant Video Licensee has not reasonably cured, Licensee shall immediately discontinue all use of Software Product(s) and certify to Vigilant Video that it has returned or destroyed all copies of Software Product(s) in its possession or control.

Vigilant Video

Warranty and Disclaimer:

Vigilant Video warrants that Software Product(s) manufactured by Vigilant Video will be free from "significant" defects during Site License and/or Subscription period then in effect ("Warranty Period"). Significant defects are those which impede function of the main delivery modules of Software Product(s). This warranty does not include products not manufactured by Vigilant Video. Vigilant Video's obligation to repair or replace any defective Software Product(s) during the Warranty Period shall be Customer's exclusive remedy. Vigilant Video shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant Video's gross negligence or intentional misconduct. Licensee and its Affiliates assume the entire risk as to the results and performance of the Software Product(s). Vigilant Video disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant Video be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Product(s).

Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by the Licensee that Licensee's users are instructed to only utilize the interface to the licensed software at times when it is safe to do so. Vigilant Video is not liable for any accident caused by a result of distraction using this touch screen while operating a moving vehicle.

Products and Services:

Upon receipt of payment or purchase order of Site License, Vigilant Video will deliver or make available to the Licensee the Software Product(s). Updates, patches and bug fixes of the Software Product(s) will be made available to the Licensee at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant Video will make available throughout the active license period e-mail and fax support to an administrator and support contacts designated by the Licensee, known as Licensee "Technical Support Agents." Under the Site License or Subscription agreement, Affiliates of the Licensee must channel all questions related to the Software Product(s) through the Technical Support Agent(s), the latter of which must make a good-faith effort to answer such questions before submitting a support ticket at <http://www.vigilantvideo.com> or sending an email to support@vigilantvideo.com.

Software Support, Warranty and Maintenance:

Use of the software by the Licensee constitutes acceptance of Vigilant Video's Software Support, Warranty, and Maintenance Terms and Conditions.

Contract Term and Structure:

A fully executed and valid Site License will entitle the Licensee to use of the Software Product(s) any time throughout the active period of this ongoing Site License Agreement, in which to set up and install the software product(s) on an unlimited number of media centers within the Licensee's agency. As the Licensee installs additional units of the Software Product(s) and connects them with video cameras, the Licensee will be required

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to obtain a Camera License Key (CLK) for each installed camera. This is simply done by applying for the CLK by visiting: <http://supportforms.vigilantvideo.com/lrf.aspx> and completing the online request form to Vigilant Video technical support. Within two (2) business days, the Licensee Technical Support Agent will receive the requested CLK in a form set to expire on the same date of the Site License expiration. This remains applicable, to any and all subsequent (additional) CLK's issued throughout the active period of this Site License Agreement.

This agreement is automatically renewed upon receipt of Subscription payment, entitling the Licensee to a full replacement set of all previously issued CLK's set to expire one (1) year from the Subscription renewal date. This Agreement will terminate if 1) the Licensee indicates in writing its intent to discontinue its License or 2) Vigilant Video indicates in writing its intent to discontinue this agreement. In either event, Vigilant Video reserves the right to refrain from issuing replacement CLK's and to restrict access to services that are available to Licensees in good standing. The Software Product(s) will cease to function after the active global license key has expired.

Ownership of Software:

The Software Product is copyrighted by Vigilant Video and remains the property of Vigilant Video. This license is not a sale of the original software or any copy. The Licensee owns the physical media on which the Software Product(s) is installed, but Vigilant Video retains title and ownership of Software Product(s) and all other materials included as part of the Software Product(s).

Site License Fee:

Each initial Site License fee is based on the total number of sworn officers within the Licensee's and Affiliates' agency(s) at the time of execution of this Site License Agreement. The Site License allows for Licensee to install an unlimited number of licenses of the Software Product(s) as Licensee sees fit to put to use. A schedule of applicable Site License Fees is shown below:

Law Enforcement Product Family – Site License Fee (Initial)			
	TIER	NUMBER OF SWORN OFFICERS	SITE LICENSE FEE
	Tier 1	0 < Sworn Officers < 100	\$4,500
	Tier 2	101 < Sworn Officers < 250	\$9,000
	Tier 3	251 < Sworn Officers < 500	\$18,500
	Jumbo	501 < Sworn Officers	\$ 27,000

Subscription Fee:

Each Site License has a Subscription fee due approximately thirty (30) days prior to the expiration of the Site License. The annual Subscription fee: 1) enables the Software Product(s) to remain operational for a successive twelve (12) month period; 2) is considered active participation of this Site License Agreement; 3) entitles the Licensee to replacement CLK's; and 4) ensures users have access to the latest software versions and associated

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equipment driver software to allow the Software Product(s) installations to remain current and enable the best possible performance. It is noted that an entity once licensed by the Site License agreement can only utilize active software licensing via the annual subscription license offering.

The annual Subscription fee is based on the number of current Vigilant Video issued CLK's at the time of subscription fee invoicing, and considered by Vigilant Video as being "in use" during the annual period by the entity in question. A schedule of annual Subscription Fees is shown below:

Law Enforcement Product Family Annual Subscription Fee Schedule				
Tier 1	\$2,500 Base Fee + \$500 X (# of CLK's Issued above and beyond the first 5 CLK's)	Subscription Fee <i>Maximum</i> \$15,750	License <i>Maximum</i> 60 CLK's	
Tier 2	\$500 X (# of CLK's Issued)	Subscription Fee <i>Maximum</i> \$45,000	License <i>Maximum</i> 180 CLK's	
Tier 3	\$500 X (# of CLK's Issued)	Subscription Fee <i>Maximum</i> \$87,750	License <i>Maximum</i> 300 CLK's	
Jumbo	\$500 X (# of CLK's Issued)	Subscription Fee <i>Maximum</i> \$210,000	License <i>Maximum</i> 700 CLK's	

Please Note: Tier I Base Fee includes initial 5 CLK's.

Approximately Ninety (90) days prior to the annual license renewal date, Vigilant Video will provide the Licensee an invoice for the next year's Subscription fee. Payment of the Subscription fee is due thirty (30) days prior to the renewal date. All Fee(s) are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant Video's net income) and Licensee agrees to pay any such tax.

Advanced Subscription Fee Payments:

Vigilant Video will accept advanced subscription fee payments on a case by case basis. In such event where advanced subscription fees are made to Vigilant Video, the licensee shall designate at time of payment if advanced payment(s) are: 1) to be considered a general credit toward future fees or 2) to be applied toward fees applicable to specific camera unit 'Systems' operated by the licensee.

General credit advanced payments to Vigilant Video shall be applied in full to each subsequent Subscription Fee invoice until the balance of the credits are reduced to a zero balance. System based advanced credits shall be applied to subsequent Subscription Fees in the amount that entitles the licensee continued operation of the designated camera unit systems for the following subscription period until the credits are reduced to a zero balance.

Price Adjustment:

Vigilant Video has the right to increase or decrease the annual Subscription fee from year to year. It is noted that in the case of an increase, such increase shall be less than 10% of the prior year's fees or shall be less than a

Vigilant Video

percentage equal to the published rate of inflation in the United States, the not-to-exceed limit being whichever of these rate rise percentage limits is greater. If Vigilant Video intends to adjust the annual Subscription fee, it must give notice to the Licensee on or before the above stated invoice date pertaining to the upcoming annual Subscription renewal.

Credits:

During the first year of license or during subsequent year annual Subscriptions, Vigilant Video may, on its own discretion, adjust fees in consideration of credits which Licensee may have earned during participation in approved Vigilant Video marketing programs.

Initiating a Site License:

To initiate a Law Enforcement Product Software Site License, initial and sign this Agreement in full, and return it with the completed Site License Contact Worksheet (Page 10 of this Agreement) and a valid purchase order or payment. Vigilant Video support specialists will contact you after receiving your information.

Limitation of Liability:

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

Confidentiality:

Licensee acknowledges that Software Product(s) contain valuable and proprietary information of Vigilant Video and Licensee and its Affiliates will not disassemble, decompile or reverse engineer any Software Product(s) to gain access to confidential information of Vigilant Video.

Assignment:

Licensee may not assign this Agreement without prior written consent of Vigilant Video. Any attempted assignment without consent shall be void.

Amendment, Choice of Law:

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

Vigilant Video

Complete Agreement:

This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter. The provisions of any Licensee's purchase order and terms of Vigilant Video's project quotation(s) are also included in this agreement as if copied in full. In the event of conflict the terms of this Agreement shall control.

Relationship:

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

No Rights in Third Parties:

This agreement is entered into for the sole benefit of Vigilant Video and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

Construction:

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

Severability:

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

Vigilant Video

Federal Government:

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

Right to Audit:

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

Notices:

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

To Vigilant Video:

Vigilant Video Incorporated
Attn: Sales Administration
2021 Las Positas Court - Suite # 101
Livermore, CA 94551

To _____:

Attn: _____

Vigilant Video

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

Manufacturer: Vigilant Video, Inc.

Authorized Agent: Joseph L. Harzewski III

Title: VP, Sales and Marketing

Date: _____

Signature: _____

Enforcement Agency: City of Atlanta Police Department

Authorized Agent: Chief George N. Turner

Title: Chief of Police

Date: _____

Signature: _____

Vigilant Video

Law Enforcement Product - Software Site License Agreement Contact Information Worksheet

Please complete the following contact information for your Vigilant Video software site license program.

Site License Agreement Holder			
Company / Agency Name:		City of Atlanta Police Department	
Company / Agency Type:		Law Enforcement	
Address:	Public Safety Headquarter		
	226 Peachtree St. SW		
	Atlanta, Georgia 30303		
Primary Contact			
Name:	Richard Mason		
Title:	Lieutenant	Phone:	404-617-2126
Email:	ramason@atlantaga.gov		
Supervisor Information			
Name:	Darryl Tolleson		
Title:	Major	Phone:	404-886-5117
Email:	dktolleson@atlantaga.gov		
Financial Contact (Accounts Payable)			
Name:	Tracy Woodard		
Title:	Business Manager	Phone:	404-546-7238
Email:	tlcurry@atlantaga.gov		
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

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

sales@vigilantvideo.com

1-925-398-2079

Vigilant Video

2021 Las Positas Court
Suite 101
Livermore, CA 94551
Phone # 925-398-2079
Fax # 925-398-2113

Invoice

Due Date	Date	Invoice #
7/1/2012	6/1/2012	00006130

Bill To
City of Atlanta, Dept of Finance Accounts Payable Division 68 Mitchell St. Suite 6100 Atlanta, GA 30303 404-546-7998

Ship To
Atlanta Police Department 930 APD Annex Daniel Weaver 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331

P.O. Number	Terms	Rep	Ship	Via	Account #	Project
51211696	Net 30	GS	6/1/2012	Federal Express	1005058	

Qty	Backorder	Item Code	Description	Price Each	Amount
11	0	CDMC2PW24---R2	SO-GPS-ATL-160512-01 Account#1005058 KIT#103034 - 103044 CDMS - LPR Condor 2-Camera Kit. Two Raptor II Cameras (25mm, 50mm) with disconnect cables, magnet mounts, Condor DSP computing box, MNStar power adapter cable, GPS. crossover internet cable to plug into laptop and CarDetector Mobile Police software CD. MNStar power adapter cable is hard wired to the battery, ability to use 2 - 4 cameras. ***** Kit # 103034 Police Version VVR-10-925 25MM Camera S/N: 12030297 VVR-10-950 50MM Camera S/N: 12030690 Garmin GPS Unit S/N: 19M032756 Condor DSP S/N: 2122010207 Firmware Ver: 5.0.2 Quick Startup Guide Police Version 5.0.2 Installation Software CD	8,800.00	96,800.00T

Thank-you for your business.

Subtotal

Sales Tax (0.0%)

Payments/Credits

Balance Due

Vigilant Video

2021 Las Positas Court
Suite 101
Livermore, CA 94551
Phone # 925-398-2079
Fax # 925-398-2113

Invoice

Due Date	Date	Invoice #
7/1/2012	6/1/2012	00006130

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City of Atlanta, Dept of Finance Accounts Payable Division 68 Mitchell St. Suite 6100 Atlanta, GA 30303 404-546-7998

Ship To
Atlanta Police Department 930 APD Annex Daniel Weaver 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331

P.O. Number	Terms	Rep	Ship	Via	Account #	Project
51211696	Net 30	GS	6/1/2012	Federal Express	1005058	

Qty	Backorder	Item Code	Description	Price Each	Amount
			V 5.0.061711 ***** ***** Kit # 103035 Police Version VVR-10-925 25MM Camera S/N: 12030355 VVR-10-950 50MM Camera S/N: 12030663 Garmin GPS Unit S/N: 19M032798 Condor DSP S/N: 2122010146 Firmware Ver: 5.0.2 Quick Startup Guide Police Version 5.0.2 Installation Software CD V 5.0.061711 ***** ***** Kit # 103036 Police Version VVR-10-925 25MM Camera S/N: 12030344 VVR-10-950 50MM Camera		

Thank-you for your business.

Subtotal

Sales Tax (0.0%)

Payments/Credits

Balance Due

Vigilant Video

2021 Las Positas Court
Suite 101
Livermore, CA 94551
Phone # 925-398-2079
Fax # 925-398-2113

Invoice

Due Date	Date	Invoice #
7/1/2012	6/1/2012	00006130

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City of Atlanta, Dept of Finance Accounts Payable Division 68 Mitchell St. Suite 6100 Atlanta, GA 30303 404-546-7998

Ship To
Atlanta Police Department 930 APD Annex Daniel Weaver 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331

P.O. Number	Terms	Rep	Ship	Via	Account #	Project
51211696	Net 30	GS	6/1/2012	Federal Express	1005058	

Qty	Backorder	Item Code	Description	Price Each	Amount
			S/N: 12030684 Garmin GPS Unit S/N: 19M031499 Condor DSP S/N: 2122010119 Firmware Ver: 5.0.2 Quick Startup Guide Police Version 5.0.2 Installation Software CD V 5.0.061711 ***** ***** Kit # 103037 Police Version VVR-10-925 25MM Camera S/N: 12030347 VVR-10-950 50MM Camera S/N: 12030704 Garmin GPS Unit S/N: 19M031487 Condor DSP S/N: 2122010200		

Thank-you for your business.	Subtotal
	Sales Tax (0.0%)
	Payments/Credits
	Balance Due

Vigilant Video

2021 Las Positas Court
Suite 101
Livermore, CA 94531
Phone # 925-398-2079
Fax # 925-398-2113

Invoice

Due Date	Date	Invoice #
7/1/2012	6/1/2012	00006130

Bill To
City of Atlanta, Dept of Finance Accounts Payable Division 68 Mitchell St. Suite 6100 Atlanta, GA 30303 404-546-7998

Ship To
Atlanta Police Department 930 APD Annex Daniel Weaver 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331

P.O. Number	Terms	Rep	Ship	Via	Account #	Project
51211696	Net 30	GS	6/1/2012	Federal Express	1005058	

Qty	Backorder	Item Code	Description	Price Each	Amount
			Firmware Ver: 5.0.2 Quick Startup Guide Police Version 5.0.2 Installation Software CD V 5.0.061711 ***** ***** Kit # 103038 Police Version VVR-10-925 25MM Camera S/N: 12030352 VVR-10-950 50MM Camera S/N: 102030695 Garmin GPS Unit S/N: 19M031457 Condor DSP S/N: 2122010205 Firmware Ver: 5.0.2 Quick Startup Guide Police Version 5.0.2 Installation Software CD V 5.0.061711 *****		

Thank-you for your business.	Subtotal
	Sales Tax (0.0%)
	Payments/Credits
	Balance Due

Vigilant Video

2021 Las Positas Court
Suite 101
Livermore, CA 94551
Phone # 925-398-2079
Fax # 925-398-2113

Invoice

Due Date	Date	Invoice #
7/1/2012	6/1/2012	00006130

Bill To
City of Atlanta, Dept of Finance Accounts Payable Division 68 Mitchell St. Suite 6100 Atlanta, GA 30303 404-546-7998

Ship To
Atlanta Police Department 930 APD Annex Daniel Weaver 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331

P.O. Number	Terms	Rep	Ship	Via	Account #	Project
51211696	Net 30	GS	6/1/2012	Federal Express	1005058	

Qty	Backorder	Item Code	Description	Price Each	Amount
			<p>*****</p> <p>Kit # 103039 Police Version VVR-10-925 25MM Camera S/N: 12030354</p> <p>VVR-10-950 50MM Camera S/N: 12030703</p> <p>Garmin GPS Unit S/N: 19M031456</p> <p>Condor DSP S/N: 2122010036</p> <p>Firmware Ver: 5.0.2</p> <p>Quick Startup Guide Police Version 5.0.2</p> <p>Installation Software CD V 5.0.061711</p> <p>*****</p> <p>Kit # 103040 Police Version VVR-10-925 25MM Camera S/N: 12030308</p> <p>VVR-10-950 50MM Camera S/N: 12030679</p>		

Thank-you for your business.	Subtotal
	Sales Tax (0.0%)
	Payments/Credits
	Balance Due

Vigilant Video

2021 Las Positas Court
Suite 101
Livermore, CA 94551
Phone # 925-398-2079
Fax # 925-398-2113

Invoice

Due Date	Date	Invoice #
7/1/2012	6/1/2012	00006130

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City of Atlanta, Dept of Finance Accounts Payable Division 68 Mitchell St. Suite 6100 Atlanta, GA 30303 404-546-7998

Ship To
Atlanta Police Department 930 APD Annex Daniel Weaver 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331

P.O. Number	Terms	Rep	Ship	Via	Account #	Project
51211696	Net 30	GS	6/1/2012	Federal Express	1005058	

Qty	Backorder	Item Code	Description	Price Each	Amount
			Garmin GPS Unit S/N: 19M031413		
			Condor DSP S/N: 2122010082		
			Firmware Ver: 5.0.2		
			Quick Startup Guide Police Version 5.0.2		
			Installation Software CD V 5.0.061711		

			Kit # 103041 Police Version VVR-10-925 25MM Camera S/N: 12030319		
			VVR-10-950 50MM Camera S/N: 12030701		
			Garmin GPS Unit S/N: 19M031446		
			Condor DSP S/N: 2122010029		
			Firmware Ver: 5.0.2		

Thank-you for your business.

Subtotal

Sales Tax (0.0%)

Payments/Credits

Balance Due

Vigilant Video

2021 Las Positas Court
Suite 101
Livermore, CA 94551
Phone # 925-398-2079
Fax # 925-398-2113

Invoice

Due Date	Date	Invoice #
7/1/2012	6/1/2012	00006130

Bill To
City of Atlanta, Dept of Finance Accounts Payable Division 68 Mitchell St. Suite 6100 Atlanta, GA 30303 404-546-7998

Ship To
Atlanta Police Department 930 APD Annex Daniel Weaver 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331

P.O. Number	Terms	Rep	Ship	Via	Account #	Project
51211696	Net 30	GS	6/1/2012	Federal Express	1005058	

Qty	Backorder	Item Code	Description	Price Each	Amount
			Quick Startup Guide Police Version 5.0.2 Installation Software CD V 5.0.061711 ***** ***** Kit # 103042 Police Version VVR-10-925 25MM Camera S/N: 12030337 VVR-10-950 50MM Camera S/N: 12030677 Garmin GPS Unit S/N: 19M031459 Condor DSP S/N: 2122010039 Firmware Ver: 5.0.2 Quick Startup Guide Police Version 5.0.2 Installation Software CD V 5.0.061711 ***** ***** Kit # 103043 Police Version		

Thank-you for your business.

Subtotal

Sales Tax (0.0%)

Payments/Credits

Balance Due



2021 Las Positas Court
Suite 101
Livermore, CA 94551
Phone # 925-398-2079
Fax # 925-398-2113

Invoice

Due Date	Date	Invoice #
7/1/2012	6/1/2012	00006130

Bill To
City of Atlanta, Dept of Finance Accounts Payable Division 68 Mitchell St. Suite 6100 Atlanta, GA 30303 404-546-7998

Ship To
Atlanta Police Department 930 APD Annex Daniel Weaver 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331

P.O. Number	Terms	Rep	Ship	Via	Account #	Project
51211696	Net 30	GS	6/1/2012	Federal Express	1005058	

Qty	Backorder	Item Code	Description	Price Each	Amount
			VVR-10-925 25MM Camera S/N: 12030301		
			VVR-10-950 50MM Camera S/N: 12030705		
			Garmin GPS Unit S/N: 19M031417		
			Condor DSP S/N: 2122010079		
			Firmware Ver: 5.0.2		
			Quick Startup Guide Police Version 5.0.2		
			Installation Software CD V 5.0.061711 ***** *****		
			Kit # 103044 Police Version VVR-10-925 25MM Camera S/N: 12030304		
			VVR-10-950 50MM Camera S/N: 12030668		
			Garmin GPS Unit S/N: 19M031500		

Thank-you for your business.	Subtotal
	Sales Tax (0.0%)
	Payments/Credits
	Balance Due

Vigilant Video

2021 Las Positas Court
Suite 101
Livermore, CA 94551
Phone # 925-398-2079
Fax # 925-398-2113

Invoice

Due Date	Date	Invoice #
7/1/2012	6/1/2012	00006130

Bill To
City of Atlanta, Dept of Finance Accounts Payable Division 68 Mitchell St. Suite 6100 Atlanta, GA 30303 404-546-7998

Ship To
Atlanta Police Department 930 APD Annex Daniel Weaver 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331

P.O. Number	Terms	Rep	Ship	Via	Account #	Project
51211696	Net 30	GS	6/1/2012	Federal Express	1005058	

Qty	Backorder	Item Code	Description	Price Each	Amount
			Condor DSP S/N: 2122010040 Firmware Ver: 5.0.2 Quick Startup Guide Police Version 5.0.2 Installation Software CD V 5.0.061711 *****		

Thank-you for your business.

Subtotal

Sales Tax (0.0%)

Payments/Credits

Balance Due

Vigilant Video

2021 Las Positas Court
Suite 101
Livermore, CA 94551
Phone # 925-398-2079
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Invoice

Due Date	Date	Invoice #
7/1/2012	6/1/2012	00006130

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Ship To
Atlanta Police Department 930 APD Annex Daniel Weaver 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331

P.O. Number		Terms	Rep	Ship	Via	Account #	Project
51211696		Net 30	GS	6/1/2012	Federal Express	1005058	
Qty	Backorder	Item Code	Description			Price Each	Amount
1	0	CDFM1ML5--R2	KIT#103045 CarDetector - Fixed Camera Self Contained LPR I-Camera System, 75mm Raptor II Camera ***** Kit # 103045 Police Version VVR-10-975 S/N: 12040869 Raven - M S/N: 2120150069 2120150061 Linksys S/N: PSJ1403015B Panasonic Toughbook Laptop CF-19 S/N: 1ZPKSA51320 Firmware Ver: 5.04 Quick Startup Guide Police Version Installation Software CD V5.04.022012 *****			9,640.00	9,640.00T
1	0	VV-SL-2	Vigilant Video Law Enforcement Product Family Site License - Tier 2			7,500.00	7,500.00T
1	0	VV-LEARN-NVLS-H	LEARN hosted solution via LEARN-NVLS server			0.00	0.00

Thank-you for your business.

Subtotal

Sales Tax (0.0%)

Payments/Credits

Balance Due

Vigilant Video

2021 Las Positas Court
Suite 101
Livermore, CA 94551
Phone # 925-398-2079
Fax # 925-398-2113

Invoice

Due Date	Date	Invoice #
7/1/2012	6/1/2012	00006130

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Ship To
Atlanta Police Department 930 APD Annex Daniel Weaver 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331

P.O. Number	Terms	Rep	Ship	Via	Account #	Project
51211696	Net 30	GS	6/1/2012	Federal Express	1005058	

Qty	Backorder	Item Code	Description	Price Each	Amount
1	0	VV-MC-01	Vigilant Video's Mobile LPR Companion Software App for Smartphone - Unlimited License	0.00	0.00T
1	0	TAS-UL	Target Alert Service Software	0.00	0.00T
1	0	VV-CDFS--SW	CDFS V.5.0 LPR Processing Software	0.00	0.00T
1	0	SSU-LN-COM	Vigilant Video Start Up, Configure and Commissioning of the LEARN Server Application	1,240.00	1,240.00
11	0	SSU-12-COM	Vigilant Video start up, configure and commission 1-2 channel CDMS system	460.00	5,060.00
1	0	SSU-CF-COM	Start-up, Commissioning & Training	480.00	480.00
11	0	VV-INSTL-02	Vigilant Video Installation of ALPR Systems - By 144th Marketing Group	520.00	5,720.00T
1	0	VV-TRNG-01	End User Training for CarDetecor & LEARN	1,480.00	1,480.00T
12	0	VV-SHIP-01	Vigilant Video Shipping and Handling Charges for CarDetector Mobile and Fixed Hardware kit(s)	130.00	1,560.00
1	0	VV-TRVL-01	Travel Expenses for SSU & Training	960.00	960.00
3	0	VV-NVLS-02	NVLS Tier-II Extended LPR Data - One Year Subscriptions	0.00	0.00
1	0	USB Flash Drive	LEARN Demo ".ini" File Key	0.00	0.00T
1	0	S&H	Shipping and Handling	0.00	0.00
Shipping FedEx Ground 756092915017688, 756092915017695, 756092915017701, 756092915017718, 756092915017725, 756092915017732, 756092915017749, 756092915017756, 756092915017763, 756092915017770, 756092915017787, 756092915017794					

Thank-you for your business.

Subtotal \$130,440.00

Sales Tax (0.0%) \$0.00

Payments/Credits \$0.00

Balance Due \$130,440.00



CITY OF ATLANTA

Kasim Reed
Mayor

226 Peachtree Street, SW
Atlanta, Georgia 30303
(404) 546-6900

Atlanta Police Department
George N. Turner
Chief of Police

MEMORANDUM

TO: Adam Smith,
Chief Procurement Officer

FROM: George N. Turner, Chief of Police
Atlanta Police Department 

DATE: April 23, 2012

SUBJECT: RECOMMENDATION FOR BID #5696-AP LICENSE PLATE READER (LPR)

After thorough review of the five (5) submitted proposals for this bid, the Atlanta Police Department (APD) – Auto Theft Unit is making the following recommendations.

BIDDERS (LOWEST TO HIGHEST):

- 1) Dana Safety Supply (\$118,275.00)
- 2) Vigilant Video, Inc. (\$130,440.00)
- 3) Thomas J. Madden and Associates dba "El Sag" (\$171,525.00)
- 4) Federal Signal Technologies dba "PIPS Technology" (\$189,330.00)
- 5) Motorola Solutions, Inc. (\$223,606.00)

GROUP I – MOBILE LICENSE PLATE READERS (LPR)

All submitted bidders responded and indicated they were in compliance.

GROUP II – FIXED LICENSE PLATE READERS

All submitted bidders responded and indicated they were in compliance.

GROUP III – SERVER AND LICENSING PROGRAM

All submitted bidders responded and indicated they were in compliance.

GROUP IV – OPTIONAL PRODUCT FEATURES AND/OR SERVICES

During the Pre-bid Conference on Wednesday, March 14, 2012, Major Keith Meadows stressed to the bidders that data sharing was a necessity for the Auto Theft Unit. Moreover,

GROUP IV would be included in the bid proposal in an effort to allow each bidder the opportunity to address how their product features or services would increase the number of stolen vehicles recovered and how data sharing amongst jurisdictions (locally, regionally, and nationally) will be done. Vigilant Video, Inc. and Thomas J. Madden and Associates ("El Sag") were the only bidders to respond; resulting in them being the final two competing bidders. Although they are not the lowest bidders; however, they were the most responsive in meeting the requirements of APD.

CONCLUSION

Overall, Dana Safety Supply was the lowest bidder; however, they were not able to provide data sharing options. Similarly, Federal Signal Technologies ("PIPS Technology") did not address data sharing. Motorola, Inc. was the highest bidder and, they did not provide an approach to data sharing. The fact that data sharing was not presented in their bid proposals, Dana Safety Supply, "PIPS Technology", and Motorola, Inc. were not chosen as finalist; thus, resulting in Vigilant Video, Inc. and "El Sag" to be invited by APD to demonstrate their products at Public Safety Headquarters (PSHQ).

Vigilant Video, Inc. Sales Representative, Greg Skelly, demonstrated their LPR products and services on Thursday, April 12, 2012 at 10:30am at PSHQ. Their demonstration focused on data sharing (locally, regionally, and nationally) of Hot Lists and alerts and other pertinent information and how this information could be sent to any mobile unit in the network as well as mobile devices such as Smart phones. Their LPR read 100% accuracy on all plates due to their Optical Character Recognition (OCR) software feature. Furthermore, Mr. Skelly stated that all software updates are done automatically and monthly.

"El Sag" Sales Representative, Kevin Lukenda, demonstrated their LPR products and services on Friday, April 13, 2012 at 10:30 am at PSHQ. Their demonstration focused on data sharing (locally, regionally, and nationally) of Hot Lists and alerts and other pertinent information. Mr. Lukenda informed APD that the Hot Lists and alerts could not be sent to mobile devices such as Smart phones. Their LPR misread 17 plates. Moreover, Mr. Lukenda stated that all software updates were not done automatically or monthly.

Out of the two most responsive bidders (Vigilant Video, Inc. and "El Sag"), ***Vigilant Video, Inc. was the lowest bidder and thus; has being chosen to become the LPR Vendor*** for the Atlanta Police Department Auto Theft Unit.

cc: Major Keith Meadows
Major Darryl Tolleson
Lieutenant Richard Mason
Marki Dixon
Tracy Woodard
Alicia Brown

*** Proposed Purchase Total ***

City of Atlanta Dept. of Procurement
Bid No.5696-AP, License Plate Reader

Model	Description	Quantity	Price	Extended
CDMC2PW24--	Mobile LPR 2-Camera System	11	\$ 8,800.00	\$ 96,800.00
CDFM1ML5-	Self Contained Fixed LPR 1-Camera System	1	\$ 9,640.00	\$ 9,640.00
VV-MC-01	Mobile Companion LPR Software - Unlimited Use	1	\$ -	\$ -
VV-TAS-UL	Target Alert Service Software - Unlimited Use	1	\$ -	\$ -
VV-NVLS-02	NVLS Tier II - Three (3) Data Subscriptions for One Year	1	\$ -	\$ -
VV-SL-2	Vigilant Video Site License Agreement - Tier 2	1	\$ 7,500.00	\$ 7,500.00
VV-LEARN-H	Hosted/Managed National LEARN LPR Server (Option # 1)	1	\$ -	\$ -
SSU-LN-COM	System Start Up and Commissioning - LEARN	1	\$ 1,240.00	\$ 1,240.00
SSU-12-COM	System Start Up and Commissioning - Mobile LPR System	11	\$ 460.00	\$ 5,060.00
SSU-CF-COM	System Start Up and Commissioning - Fixed LPR System	1	\$ 480.00	\$ 480.00
VV-INST-02	Physical Installation of Mobile LPR System	11	\$ 520.00	\$ 5,720.00
VV-TRNG-01	End User training for CarDetector & LEARN	1	\$ 1,480.00	\$ 1,480.00
VV-TRVL-01	Travel Expenses	1	\$ 960.00	\$ 960.00
VV-SHP-01	Shipping & Handling	12	\$ 130.00	\$ 1,560.00
Total (Excluding applicable taxes)			\$130,440.00	

Purchase Summary Notes:

1. Assumes all items above are purchased prior to April 30th, 2012
2. Does not include additional Extended Hardware warranty option beyond Two Years
3. Does not include any Extra LPR cameras for system camera expansion
4. Total recurring costs for Software Site License Program - \$9,200.00 Annually

General Notes:

1. All prices are quoted in USD and will remain firm and in effect until June 30th, 2012.
2. Central compute resource hardware sold separately unless explicitly stated above.
3. Complete system to be delivered within 30 days of AOR (After Receipt of Order).
4. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
5. Two (2) year warranty on all hardware components
6. Compatibility with Vigilant Video hardware/software to be confirmed prior to sale.
7. Compliance to local codes neither guaranteed nor implied.
8. All orders subject to credit acceptance by Vigilant Video management.
9. Vigilant Videos HGAC Contract Number EF04-11

Quoted by: Greg Skelly

Phone: 404-664-7605

email: greg@vigilantvideo.com

Total Price (Excluding sales tax)	\$ TBD (Based on selected options)
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*** Proposed Purchase Total ***

City of Atlanta Dept. of Procurement
Bid No.5696-AP, License Plate Reader

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CDFM1ML5-	Self Contained Fixed LPR 1-Camera System	1	\$ 9,640.00	\$ 9,640.00
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VV-TAS-UL	Target Alert Service Software - Unlimited Use	1	\$ -	\$ -
VV-NVLS-02	NVLS Tier II - Three (3) Data Subscriptions for One Year	1	\$ -	\$ -
VV-SL-2	Vigilant Video Site License Agreement - Tier 2	1	\$ 7,500.00	\$ 7,500.00
VV-LEARN-H	Hosted/Managed National LEARN LPR Server (Option # 1)	1	\$ -	\$ -
SSU-LN-COM	System Start Up and Commissioning - LEARN	1	\$ 1,240.00	\$ 1,240.00
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Total (Excluding applicable taxes)			\$130,440.00	

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Quoted by: Greg Skelly

Phone: 404-664-7605

email: greg@vigilantvideo.com

Total Price (Excluding sales tax)	\$ TBD (Based on selected options)
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CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT
55 TRINITY AVENUE, S.W., SUITE 1790
ATLANTA, GEORGIA 30303-0307
Phone: (404) 330-6204
Fax: (404) 658-7705



PURCHASE ORDER	
Purchase Order	51211696
Purchase Order Date	09-MAY-12
Purchase Order Type	STANDARD
Requisition Number	21211138
Print Date	09-MAY-2012
Revision	0
Revision Date	
Release	
Buyer	Annette Pllum
Buyer Phone #	

SUBMIT INVOICE TO: BILL TO ADDRESS

To:
VIGILANT VIDEO
2021 LAS POSITAS CT
SUITE 101
LIVERMORE, CA 94551

1107391

Bill To:
COA Dept of Finance
Accounts Payable Division
68 Mitchell Street
Suite 6100
Atlanta, GA 30303

NOTE: YOU ARE RESPONSIBLE FOR ADHERING TO THE GENERAL TERMS AND CONDITIONS ATTACHED TO THIS DOCUMENT.
UNLESS SPECIFICALLY INDICATED BELOW, ALL ITEMS ON THIS ORDER ARE F.O.B. DESTINATION, UNLOADED

F.O.B	Terms	Ship Via	Contract	Federal Tax Exempt #
ORG FRT PRE	Net 30	Best Way		587000940K

Line No	Need By Date	Item Description/Ship to Address	UN Number	Hazard Class	Qty	UOM	Unit Price	Line Total
1	11-MAY-12	LPR BID#5696-AP; MOBILE LPR 2-CAMERA SYSTEM License Plate Reader - 5696 - AP - A1 - Term of contract is April 30, 2012 through April 30, 2013. Ship To: 930 APD ANNEX 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331 Daniel Weaver 404-853-4335			11	EACH	8,800.00	96,800.00
2	11-MAY-12	LPR BID#5696-AP; SELF CONTAINED FIXED LPR 1-CAMERA SYSTEM (MOD#CDFM1ML5) Ship To: 930 APD ANNEX 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331 Daniel Weaver 404-853-4335			1	EACH	9,640.00	9,640.00
3	11-MAY-12	LPR BID#5696-AP; MOBILE COMPANION LPR SOFTWARE-UNLIMITED USE (MOD#VV-MC-01)) Ship To: 930 APD ANNEX 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331 Daniel Weaver 404-853-4335			1	EACH	0.00	0.00
4	11-MAY-12	LPR BID#5696-AP; TARGET ALERT SERVICE SOFTWARE-UNLIMITED USE (MOD#VV-TAS-UL) Ship To: 930 APD ANNEX 3493 Donald Lee Hollowell Parkway, NW			1	EACH	0.00	0.00

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE IS AN OFFICIAL OF THE CITY OF ATLANTA,
AND THIS MERCHANDISE IS PURCHASED FOR SUCH GOVERNMENTAL AGENCY AND IS TAX EXEMPT.

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS.

INVOICE INSTRUCTIONS: ALL INVOICES ARE TO BE MAILED TO BILL-TO ADDRESS. ANY INVOICE THAT DOES NOT REFERENCE THE CITY OF ATLANTA'S PURCHASE ORDER NUMBER WILL BE RETURNED TO THE VENDOR UNPAID.

The above listed number is the Federal Excise Tax Exemption number, as assigned by the Internal Revenue Service and no further exemption is necessary.
Right is reserved to cancel order if delivery is not made as agreed.

G. dau L. Smith

CHIEF PROCUREMENT OFFICER

09-MAY-12
DATE

CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT
55 TRINITY AVENUE, S.W., SUITE 1790
ATLANTA, GEORGIA 30303-0307
Phone: (404) 330-6204
Fax: (404) 658-7705



SUBMIT INVOICE TO: BILL TO ADDRESS

PURCHASE ORDER	
Purchase Order	51211696
Purchase Order Date	09-MAY-12
Purchase Order Type	STANDARD
Requisition Number	21211138
Print Date	09-MAY-2012
Revision	0
Revision Date	
Release	
Buyer	Annette Pellum
Buyer Phone #	

To:
VIGILANT VIDEO
2021 LAS POSITAS CT
SUITE 101
LIVERMORE, CA 94551

1107391

Bill To:
COA Dept of Finance
Accounts Payable Division
68 Mitchell Street
Suite 6100
Atlanta, GA 30303

NOTE: YOU ARE RESPONSIBLE FOR ADHERING TO THE GENERAL TERMS AND CONDITIONS ATTACHED TO THIS DOCUMENT.
UNLESS SPECIFICALLY INDICATED BELOW, ALL ITEMS ON THIS ORDER ARE F.O.B. DESTINATION, UNLOADED

F.O.B		Terms	Ship Via	Contract	Federal Tax Exempt #			
ORG FRT PRE		Net 30	Best Way		587000040K			
Line No	Need By Date	Item Description/Ship to Address	UN Number	Hazard Class	Qty	UOM	Unit Price	Line Total
		Atlanta, GA 30331 Daniel Weaver 404-853-4335						
5	11-MAY-12	LPR BID#5696-AP; NVLS TIER II - THREE (3) DATA SUBSCRIPTIONS FOR 1 YEAR (MOD#VV-NVLS-02) Ship To: 930 APD ANNEX 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331 Daniel Weaver 404-853-4335			1	EACH	0.00	0.00
6	11-MAY-12	LPR BID#5696-AP; VIGILANT VIDEO SITE LICENSE AGREEMENT - TIER 2 (MOD#VV-SL-2) Ship To: 930 APD ANNEX 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331 Daniel Weaver 404-853-4335			1	EACH	7,500.00	7,500.00
7	11-MAY-12	LPR BID#5696-AP; HOSTED/MANAGED NATIONAL LEARN LPR SERVER (MOD#VV-LEARN-H) Ship To: 930 APD ANNEX 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331 Daniel Weaver 404-853-4335			1	EACH	0.00	0.00
8	11-MAY-12	LPR BID#5696-AP; SYSTEM START UP & COMMISSIONING-LEARN (MOD#SSU-LN-COM) Ship To: 930 APD ANNEX 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331			1	EACH	1,240.00	1,240.00

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE IS AN OFFICIAL OF THE CITY OF ATLANTA, AND THIS MERCHANDISE IS PURCHASED FOR SUCH GOVERNMENTAL AGENCY AND IS TAX EXEMPT.

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS.

INVOICE INSTRUCTIONS: ALL INVOICES ARE TO BE MAILED TO BILL-TO ADDRESS. ANY INVOICE THAT DOES NOT REFERENCE THE CITY OF ATLANTA'S PURCHASE ORDER NUMBER WILL BE RETURNED TO THE VENDOR UNPAID.

G. Dan L. Smith

CHIEF PROCUREMENT OFFICER

09-MAY-12
DATE

The above listed number is the Federal Excise Tax Exemption number, as assigned by the Internal Revenue Service and no further exemption is necessary. Right is reserved to cancel order if delivery is not made as agreed.

CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT
55 TRINITY AVENUE, S.W., SUITE 1790
ATLANTA, GEORGIA 30303-0307
Phone: (404) 330-6204
Fax: (404) 658-7705



PURCHASE ORDER	
Purchase Order	51211696
Purchase Order Date	09-MAY-12
Purchase Order Type	STANDARD
Requisition Number	21211138
Print Date	09-MAY-2012
Revision	0
Revision Date	
Release	
Buyer	Annette Pellum
Buyer Phone #	

SUBMIT INVOICE TO: BILL TO ADDRESS

To:
VIGILANT VIDEO
2021 LAS POSITAS CT
SUITE 101
LIVERMORE, CA 94551

1107391

Bill To:
COA Dept of Finance
Accounts Payable Division
68 Mitchell Street
Suite 6100
Atlanta, GA 30303

NOTE: YOU ARE RESPONSIBLE FOR ADHERING TO THE GENERAL TERMS AND CONDITIONS ATTACHED TO THIS DOCUMENT.
UNLESS SPECIFICALLY INDICATED BELOW, ALL ITEMS ON THIS ORDER ARE F.O.B. DESTINATION, UNLOADED

F.O.B		Terms	Ship Via	Contract	Federal Tax Exempt #			
ORG FRT PRE		Net 30	Best Way		587000040K			
Line No	Need By Date	Item Description/Ship to Address	UN Number	Hazard Class	Qty	UOM	Unit Price	Line Total
		Daniel Weaver 404-853-4335						
9	11-MAY-12	LPR BID#5696-AP;SYSTEM START UP & COMMISSIONING-MOBILE LPR (MOD#SSU-12-COM) Ship To: 930 APD ANNEX 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331 Daniel Weaver 404-853-4335			11	EACH	460.00	5,060.00
10	11-MAY-12	LPR BID#5696-AP;SYSTEM START UP & COMMISSIONING-FIXED LPR (MOD#SSU-CF-COM) Ship To: 930 APD ANNEX 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331 Daniel Weaver 404-853-4335			1	EACH	480.00	480.00
11	11-MAY-12	LPR BID#5696-AP;PHYSICAL INSTALLATION OF MOBILE LPR SYSTEM (MOD#VV-INST-02) Ship To: 930 APD ANNEX 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331 Daniel Weaver 404-853-4335			11	EACH	520.00	5,720.00
12	11-MAY-12	LPR BID#5696-AP;END USER TRAINING FOR CARDECTOR & LEARN (MOD#VV-TRNG-01) Ship To: 930 APD ANNEX 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331 Daniel Weaver			1	EACH	1,480.00	1,480.00

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE IS AN OFFICIAL OF THE CITY OF ATLANTA, AND THIS MERCHANDISE IS PURCHASED FOR SUCH GOVERNMENTAL AGENCY AND IS TAX EXEMPT.

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G. dan L. Smith

CHIEF PROCUREMENT OFFICER

09-MAY-12
DATE

CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT
55 TRINITY AVENUE, S.W., SUITE 1790
ATLANTA, GEORGIA 30303-0307
Phone: (404) 330-6204
Fax: (404) 658-7705



PURCHASE ORDER	
Purchase Order	51211696
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F.O.B		Terms	Ship Via	Contract	Federal Tax Exempt #			
ORG FRT PRE		Net 30	Best Way		587000040K			
Line No	Need By Date	Item Description/Ship to Address	UN Number	Hazard Class	Qty	UOM	Unit Price	Line Total
		404-853-4335						
13	11-MAY-12	LPR BID#5696-AP;TRAVEL EXPENSES (MOD#VV-TRVL-01) Ship To: 930 APD ANNEX 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331 Daniel Weaver 404-853-4335			1	EACH	960.00	960.00
14	11-MAY-12	LPR BID#5696-AP;SHIPPING AND HANDLING (MOD#VV-SHP-01) Ship To: 930 APD ANNEX 3493 Donald Lee Hollowell Parkway, NW Atlanta, GA 30331 Daniel Weaver 404-853-4335			12	EACH	130.00	1,560.00

Total: \$130,440.00

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE IS AN OFFICIAL OF THE CITY OF ATLANTA, AND THIS MERCHANDISE IS PURCHASED FOR SUCH GOVERNMENTAL AGENCY AND IS TAX EXEMPT.

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Opdau & Smith

CHIEF PROCUREMENT OFFICER

09-MAY-12
DATE

GENERAL TERMS AND CONDITIONS

<p>1. Enter our order for the items or services decided subject to conditions set forth in this Order and on the reverse side hereof. Important - This Order expressly limits acceptance to terms stated herein, and any additional or different terms proposed by the Seller are rejected unless expressly agreed to in writing.</p> <p>2. Unsatisfactory delivery schedule or service will be sufficient cause for cancellation of this Order at no expense to Buyer.</p> <p>3. Seller and Buyer agree as follows: Seller to Package Goods - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name address, and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and; (d) the number of container bearing the package slip. Seller shall bear cost of packaging unless otherwise provided.</p> <p>4. Terms of payment shall commence on the date of receipt by Buyer's designated purchasing office of an invoice, conforming with Buyer's purchase order. Return of the invoice by Buyer to Seller for any reason not attributable to the fault of the Buyer will extend the discount periods so that it commences on the subsequent date of receipt of such invoice by Buyer.</p> <p>5. Do not substitute material on this Order without authority from Purchasing Department. All material furnished must be as specified and will be subject to inspection and approval of Buyer after delivery. Buyer reserves the right (Payment notwithstanding) to reject and return, at the risk and expense of the Seller, such portion of any shipment which may be defective or fails to comply with specifications, without invalidating the remainder of the order.</p> <p>6. Unless otherwise provided herein or by law, Seller shall pay all sales, use, excise and other taxes, charges and contributions now or hereafter imposed on, or with respect to or measured by either the goods furnished hereunder, or the compensation paid to persons employed in connection with performance hereunder, and Seller shall indemnify Buyer against any liability and expense by reason of Seller's failure to pay the same.</p> <p>7. Seller warrants (a) that each and all of the articles herein described are free from defects in design, workmanship, and materials; (b) that unless otherwise specified herein all such articles and the components thereof are new and have not been previously used; (c) that the said articles are fit for use for their ordinary intended purposes and any purposes specified herein; (d) that each and all of the articles herein described and the sale and use thereof will not constitute infringement or contributory infringement of any patent, or infringement of any copyright or trademark, or violation of any trade secret; (e) that none of the chemical substances sold or transferred under this Purchase Order to buyer as of the time of such sale or transfer, is on the list of chemical substances compiled and published by the administrator of the EPA pursuant to the Toxic Substances Control Act (Title 15S2601 st. seq)</p> <p>8. Seller shall indemnify and hold Buyer and its employees harmless from and against any and all claims, suits, judgment or expenses (including attorney's fees) which are grounded or based wholly or partially upon alleged negligence or actual negligence in the formation or manufacture of any merchandise sold by the Seller to the Buyer hereunder, or upon any alleged defect or actual defect in the merchandise, or upon a claim that the merchandise was not of merchantable quality or that it was not fit for the purposes for which it was intended.</p> <p>9. Either Seller or Buyer shall be excused from performance of the obligations hereunder when and to the extent that such performance is delayed or prevented by any circumstances reasonably beyond control, or by fire, explosion, any strike or labor dispute or any act or omission of any governmental authority.</p> <p>10. The vendor or contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the vendor or contractor, to solicit or secure this contract or purchase order, and that the vendor or contractor has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for the vendor or contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this provision. For the breach or violation of the above warranty and upon a finding after notice and hearing, the City shall have the right to terminate the purchase order or contract without liability, and at its discretion, to deduct from the contract or purchase order price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.</p> <p>11. This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.</p> <p>12. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.</p> <p>13. Prohibition Against Assignment. It is the intent of the parties that the terms printed herein will control irrespective of any subsequent execution of a work order, receipt, purchase order or similar instrument. This agreement shall be binding on the parties hereto their successors and assigns. Seller shall not assign this agreement. Any attempt to assign this agreement shall cause this agreement to be terminated by the City. The City reserves the right to refuse or reject any and all request for assignment and may in its discretion terminate said agreement at its convenience.</p> <p>14. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" as adopted in the State of Georgia as effective and in force on the date of this agreement.</p>	<p>15. Statement of Non Discrimination Policy Pursuant to Part II, Chapter 2, Division 10, Section 2-1387 of the Code of Ordinances the City of Atlanta has implemented a policy regarding nondiscrimination by firms doing business with the City of Atlanta. Therefore, the Equal Employment Opportunity Clause, as specified in Sections 2-1414 through 2-1419 of the Code of Ordinances and Mayor's Administrative order Number 96-4, prohibiting discrimination by contractors, employees, officers and vendors against persons on the basis of their sexual orientation, are hereby made a part of the terms and conditions of this contract</p> <p>16. The supplier of goods material, equipment or services covered by this purchase order certifies that they will not discriminate in any way in connection with this contract in the employment of persons, or refuse to continue the employment of any person on account of race, creed, color, sex, sexual orientation or national origin, of such person.</p> <p>17. Section 2-1414 Equal Employment Opportunity Clause The equal employment opportunity (EEO) clause required in all city contracts, pursuant to section 22-1200 shall read as follows:</p> <p>During the performance of this agreement, said contractor agrees as follows:</p> <p>(a) The contractor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex or national origin. As used here, the words "shall not discriminate" shall mean and include without limitation the following: Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.</p> <p>The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.</p> <p>(b) The contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.</p> <p>(c) The contractor shall send to each labor union or representative of workers with which the contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers representative of the contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.</p> <p>(d) The contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.</p> <p>(e) The contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provision of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however that in the event the contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>(f) The contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies programs and statistics of the contractor and its subcontractors.</p> <p>(g) The contractor shall include the provision of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provision will be binding upon each subcontractor or vendor.</p> <p>(h) A finding, as hereinafter provided, that a refusal by the contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:</p> <ol style="list-style-type: none"> 1. Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract; 2. Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances; 3. Cancellation of the public contract; 4. In case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law of contractors, subcontractors or other organizations individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as here in provided; 5. Further, the City of Atlanta prohibits direct or indirect discrimination against persons on the basis of their sexual orientation. By acceptance of this purchase order contractor agrees that during the term of this agreement it shall not discriminate against any person on the basis of his or her sexual orientation. Failure to comply with this policy shall subject the contractor to any of the following penalties: <ol style="list-style-type: none"> (a) Mediation, conciliation or other alternative methods of dispute resolution; (b) Diversity training among Contractor personnel; (c) Withholding from the violating contractor ten percent of all future payments under this agreement until it is determined contractor is in compliance; and (d) Other penalties as provided for under Sections 2-1414 (h) 1 through 3 as set forth above.
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**CITY OF ATLANTA SPECIFICATION FOR
THE PURCHASE OF LICENSE PLATE READERS FOR THE
ATLANTA POLICE DEPARTMENT**

1. SCOPE AND CLASSIFICATION

1.1 Scope - This specification describes Fixed and Non-Fixed Automated License Plate Reader for the City of Atlanta Police Department.

1.2 Classification

- | | | | |
|-------|-----|---|---|
| GROUP | I | - | MOBILE LICENSE PLATE READERS (LPR) |
| GROUP | II | - | FIXED LICENSE PLATE READERS |
| GROUP | III | - | SERVER AND LICENSING PROGRAM |
| GROUP | IV | - | OPTIONAL PRODUCT FEATURES AND/OR SERVICES |

2. APPLICABLE DOCUMENTS, STANDARDS AND SPECIFICATIONS

2.1 Material(s), goods or service(s) covered by this Invitation for Bid shall comply with all Federal Occupational Safety and Health Acts, FAA Standards and Georgia Occupational Safety and Health Act requirements, where applicable and in effect at time of delivery.

3. REQUIREMENTS

Please state "Compliance" or "Exception" in the space provided. Check Marks, Dittos or any other markings will not be accepted and your bid could be rejected.

3.1 All items quoted must be as requested on requirements with compatible substitutions for any requested brand name.

Compliance

Exception

3.2 The vendor shall submit a list of three references (page 17) of similar projects that the vendor has completed. Please include the name of agency,

FIRM NAME _____ SIGNATURE _____

address, phone number and contact information. References should be as close as possible geographically.

Compliance

Exception

- 3.3 After all bids are evaluated the vendor(s) most qualified will be notified to provide a live, in-car demonstration of the LPR system and provide for a brief testing period. A final selection will be made based on an overall cost evaluation and analysis of testing period by the City of Atlanta Police Department.

Compliance

Exception

- 3.4 The selected vendor(s) will implement the LPR system and present user and administration training sessions for the City of Atlanta Police Department and Department of Information Technology (DIT) personnel. The vendor(s) shall also maintain and provide a 24x7 support infrastructure for the LPR system. This will include hardware and software support and maintenance.

Compliance

Exception

- 3.5 The vendor shall guarantee warranty for two (2) years with the option of an annual renewal for all hardware.

Compliance

Exception

3.2 GROUP I - MOBILE LICENSE PLATE READERS (LPR)

3.2.1 MOBILE LICENSE PLATE READER

Technical Specifications / Requirements

LPR Software (or equivalent) – Digital Signal Processor (DSP) Based

Mobile LPR 2 Camera System (Expandable to 4 Cams)

3.2.1.1 SOFTWARE

FIRM NAME _____ SIGNATURE _____

1. System must include LPR Software (or equivalent) software application, Mobile Data Terminal (MDT) Viewer application & Optical Character Recognition (OCR) engines

Compliance

Exception

2. System must include camera control package, Hot-List Management (or equivalent) software with reporting capabilities

Compliance

Exception

3. System must have LPR Software Mobile LPR Software (minimum of Version 5.0) or equivalent

Compliance

Exception

3.2.1.2 HARDWARE

1. Hardware must include a solid state DSP Unit (no moving parts) capable of supporting up to four (4) cameras

Compliance

Exception

2. Hardware must have a single point power connection with Society of Automotive Engineers (SAE) certified wiring harness

Compliance

Exception

3. Hardware must have a permanent SAE-certified wiring harness (direct to power source)

Compliance

Exception

4. Hardware must include a Global Positioning System (GPS) receiver with factory-installed camera cable quick disconnects

FIRM NAME _____ SIGNATURE _____

Compliance

Exception

5. Hardware must include: Combination IR / Color LPR
Cameras capable of expanding to a four (4) camera system

Compliance

Exception

3.3 GROUP II – FIXED LICENSE PLATE READERS

3.3.1 FIXED LICENSE PLATE READER

Technical Specifications / Requirements:

- LPR Software – Fixed Camera DSP Based LPR Camera System
- A one (1) camera self-contained stationary system with an on-board processor with the capability of wireless transmissions of data and ability to be portable (i.e., covertly placed in large traffic cone, trash can, etc.)

3.3.1.1 SOFTWARE

1. Software DSP application must have pre-installed (flashed) firmware on each DSP unit (or equivalent)

Compliance

Exception

2. Software must have DSP Control Center with MySQL database application (or equivalent)

Compliance

Exception

3. Software must have capability to support up to four (4) LPR Cameras (hardware dependent)

Compliance

Exception

FIRM NAME _____ SIGNATURE _____

3.3.1.2 HARDWARE

1. Hardware must have a minimum of: 720MHz processor with a minimum 128MB RAM

Compliance

Exception

2. Hardware must include complete wiring harness for connection between DSP & Camera units

Compliance

Exception

3. Hardware must include two (2) combination IR / Color LPR Camera(s) per unit

Compliance

Exception

4. Hardware must include camera with magnetic and or suction mount with standard cable connections

Compliance

Exception

3.3.2 TARGET ALERT SERVICE - LPR ALERT DELIVERY SOFTWARE - UNLIMITED USER

Technical Specifications / Requirements

1. Software must include real-time LPR notifications and mapping software to send LPR alerts to any networking device (i.e., MDTs, laptops, PC, smart phone, etc.)

Compliance

Exception

FIRM NAME _____ SIGNATURE _____

3.4 GROUP III - SERVER AND LICENSING PROGRAM

LPR Server must be accessible to the City of Atlanta Police Department to view and share any current and historical LPR data captured from any law enforcement agency.

1. Vendor must provide unlimited technical support, software maintenance, and all software upgrades

Compliance

Exception

2. Vendor must provide the original software license agreement

Compliance

Exception

3. Vendor must include access to the LPR database of all data acquired by LPR software systems including text and images with the ability to export data to an external device

Compliance

Exception

4. Vendor must provide the ability to perform complete search, mapping, query and data mining functions with Secure Socket Layer (SSL) Administrative Security

Compliance

Exception

5. Vendor must provide unlimited software licenses for all MDTs

Compliance

Exception

FIRM NAME _____ SIGNATURE _____

6. Vendor must include set up and configuration of the LPR server application

Compliance

Exception

7. Vendor must provide training to include set up, configuration and demonstration of all product features

Compliance

Exception

4.0 IV Optional Product Features and/or Services

Please provide any additional product features and/or services that will assist the City of Atlanta Police Department in its overall strategic goals of 1) increasing the number stolen vehicles recovered and 2) the sharing of license plate data and location information among local, regional, and national law enforcement agencies.

Compliance

Exception

4. QUALITY ASSURANCE PROVISIONS

- 4.1 Test and Inspection -It shall be the vendor's responsibility to perform all tests and inspections required by this specification unless otherwise stated in the purchase order, data sheet, and/or contract. The vendor may use in the process their own facility or any recognized independent laboratory acceptable to the City of Atlanta. The City of Atlanta reserves the right to perform any of the tests and inspection requirements where such tests and inspections are needed to further determine compliance with this specification.
- 4.2 Certification - Material covered by this specification shall comply with all Federal Occupational Safety and Health Acts and Georgia Occupational Safety and Health Acts Requirement where applicable and in effect at time of shipment.
- 4.2 Sampling - Sample, visual test and inspection may be required. This shall

FIRM NAME _____ SIGNATURE _____

be performed and witnessed in the presence of the City officials at no extra cost. Failure to comply with this provision may cause rejection of the items supplied and cancellation of the contract.

- 4.4 Quality and Quantity Control - A system of test and inspection shall be used to insure receipt of the quality and quantity of items supplied. Goods will be promptly unpacked and inspected; any discrepancies from purchase order or supplier invoice will be reported immediately to the Chief Procurement Officer of the Department of Procurement.
- 4.5 Plant and Facility Inspections - The Department of Procurement may require the vendor to make their plant and facilities available for inspection, or may require additional information concerning the vendor's ability to comply with the requirements of this specification, or its ability to perform in accordance with delivery requirements and within budget. In addition to the above, vendor may be required to produce shop orders and backlog orders documentation. Failure to comply with this requirement may cause rejection of the bid package.
- 4.6 Protection - The vendor shall assume all costs arising from the use of patented materials, devices, or processes incorporated in the materials furnished. The vendor further agrees to indemnify and hold harmless the City of Atlanta and its duly authorized agents from suits of law or actions of any nature for or on account of the use of any patented materials, equipment devices or processes.
- 4.7 Travel Expense - The City of Atlanta may require one or more visits to the vendor's plant to assure compliance with the City requirement. The cost of such visits shall be absorbed by the supplier after the purchase order has been assigned.

5. PREPARATION FOR DELIVERY

- 5.1 Packing - Packing shall be accomplished in accordance with acceptable commercial practices for domestic shipments, unless otherwise stated in the contract or purchase order. The vendor shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation and routing. It shall be the vendor's responsibility to determine that packing is adequate to assure that all materials shall arrive at destination in an undamaged condition ready for intended use.
- 5.2 Marking - All packages shall be identified with the City of Atlanta purchase order number and the using Bureau. Sealed packing lists must be affixed to all cartons showing its content.

FIRM NAME _____ SIGNATURE _____

- 5.3 Shipping - The vendor shall follow shipping instructions as stated on the purchase order or contract.
- 5.4 Delivery Schedule and Liability - It shall be the vendor's responsibility to maintain delivery schedule as stated on bid. The City must be notified of any change at least ten (10) days prior to original delivery date. Notification of shippage, however, shall not relieve the vendor from late delivery penalties as outline below. The vendor is urged to realistically and accurately state its proposed delivery for the items called for in the Invitation for Bid Pricing Sheet.

Split delivery may be accepted, if it is found to be in the best interest of the City but shall not be made in quantities of less than fifty percent (50%) of the total purchase order or contract quantity.

The vendor shall not, for any reason, delay delivery of items necessary to the upkeep of the City. The City of Atlanta reserves the right to enforce a Late Delivery Penalty to a delinquent vendor. Late delivery penalties are in the amount of one percent (1%) for each day of delay to a maximum of five percent (5%) of the total purchase order or contract amount beginning after a ten (10) day grace period from the expired delivery date.

6. WARRANTY

It shall be the vendor's responsibility to submit, at time of shipment, the original manufacturer's warranty of the materials(s) supplied.

7. GUARANTEE

The material shall be guaranteed to be free from defects of construction, conception and workmanship for a period of at least twelve (12) months from date of acceptance. Any part or portion found not in accordance with this specification will be rejected and returned to vendor at vendor's expense for immediate replacement.

8. NOTES

IMPORTANT: INSTRUCTIONS TO ALL BIDDERS:

The City will consider valid only those bids, which comply with these instructions:

- 8.1 At numbered specific requirement section, all bidders must insert "Compliance" or "Exception" in each space provided.

FIRM NAME _____ SIGNATURE _____

- 8.2 Bidder "exceptions", further clarification, or notes must be detailed in these spaces or on an additional sheet referencing the numbered specification paragraph.

- 8.3 Report of Purchases - An itemized (monthly) report of all purchases made during the first nine (9) months of this contract will be required to be submitted to the Chief Procurement Officer during the tenth (10th) month of this contract. Failure to submit "Report of Usage" may result in forfeiture of future contracts with the City of Atlanta.

- 8.4 The equipment to be furnished must be currently on production and shall be manufacturer's standard model complete with all standard equipment. When cost effective and consistent with operational needs of the department, all energy consuming equipment purchased will be energy efficient, defined as meeting either Energy Star specification of criteria that puts products in the upper 25% of energy efficiency, as well as meeting quality, performance and durability requirements.

- 8.5 All bidders must submit two (2) sets of descriptive literature (If applicable) plainly marked with:

- A - Company Name
- B - Group to which literature pertains for each item and components bid.

- 8.6 This Invitation for Bid covers parts and service for one (1) year after delivery date. Bidder must submit price information for parts and service indicating schedule or rate of discount, which shall apply to the City of Atlanta.

- 8.7 Bidder (where applicable) must be able to supply ninety percent (90%) of parts required to maintain this equipment within 24 hours and have access to the remaining ten percent (10%) of parts within 72 hours.

FIRM NAME _____ SIGNATURE _____

- 8.8 Bidders will supply original manufacturer part crossover numbers for parts, which are not manufactured by the equipment manufacturer after the award of bid but prior to the delivery of equipment.
- 8.9 Successful bidder (where applicable) must provide a minimum of four (4) hours instruction in the proper and safe use of the equipment.
- 8.10 Successful bidder must provide parts, service and operating manuals for each unit provided.
- 8.11 Successful bidder must supply information described on attachments A and B, along with the manufacturers bid. Line set sheet (where applicable) shall be completed and furnished at time of delivery of each piece of equipment ordered.
- 8.12 Without expressed or implied obligation on the part of the City of Atlanta to perform, the bidder may submit an option to the City for a multi-year purchase concept covering three (3) years' service and parts for equipment covered by this bid. State provisions of the multi-year purchase option including terms, price and expiration date. Attach a separate sheet.
- 8.12.1 The Code of Ordinance of the City of Atlanta specifically prohibits obligating the City for future budget years.
- 8.12.2 In the event options are exercised to purchase units in subsequent years the provisions as related to parts and services will apply as indicated above.
- 8.13 The City of Atlanta reserves the right to increase or decrease quantities shown without penalty.
- 8.14 Quantities - None of the various agencies, either individually or collectively, will be required to purchase any minimum amount during the term of this contract, nor will they be limited, either individually or collectively, to any maximum amount during the term of this contract.
- 8.15 Any quantities remaining undelivered may be automatically canceled at expiration of contract or purchase order.
- 8.16 The City prefers to make a single award for all of the items listed. Separate awards may be made by group or by line item, if it appears to be in the best interest of the City to do so.
- 8.17 Default - The contract may be canceled or annulled by the Chief Procurement Officer in whole or in part by written notice of default to the

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vendor upon non-performance or violation of contract terms. An award may be made to the next lowest bidder or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or his/her surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices provided that the vendor shall continue the performance of this contract to the extent not terminated under the provision of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their bid, unless extended in writing by the Chief Procurement Officer, shall constitute contract default.

- 8.18 Escalation/De-Escalation Clause - Preference shall be given to the bidder submitting the lowest and best firm price as their bid. Should it be found that due to unusual market conditions it is to the best interest of the City of Atlanta to accept a price with an escalation/de-escalation clause, the following shall apply:

- 8.18.1 The contract price shall be frozen for a specified period. This period must be shown on your bid.
- 8.18.2 Escalation - Cost data to support any proposed increase must be submitted to the Chief Procurement Officer of the Department of Procurement not less than thirty (30) days prior to the effective date of any such requested price increase.
- 8.18.3 Any adjustment allowed shall consist only of bona fide cost increases resulting from such situations as unforeseen raw material cost increase which may be passed on to the consumer.
- 8.18.4 No adjustment shall be made to compensate a supplier for inefficiency in operation, or for additional profit.
- 8.18.5 De-Escalation -- In the event that market media indicators show that the prices for those materials, goods or services have overall decreased but the vendor has failed to pass the price decrease onto the City, the City reserves the right to place the vendor in default for cause, cancel the awarded contract, remove the vendor from the City of Atlanta Bidders List for a period deemed suitable to the City, and recuperate any damages from the vendor.

- 8.19 Evaluation Criteria - Listed below are the criteria used to evaluate bids for the City of Atlanta. These criteria will carry as much weight as Low Bid so that the City of Atlanta, in evaluating bids will be able to determine the "Lowest Complete and Satisfactory Bidder" which will be in the best interest of the City. The criteria are as follows:

FIRM NAME _____ SIGNATURE _____

- a. Conformance to Specification
- b. Parts Availability - (Local Source)
- c. Low Bid
- d. Price
- e. Training - (Amount of Hours and Level Offered)
- f. Capability - of unit (s) offered to perform the tasks of the User Department(s). Field Demonstrations may be requested to insure that the equipment meets User and Engineering Specifications.
- g. Financial Capability
- h. Discount Offered
- i. Freight Charges
- j. Delivery Time
- k. Warranty
- l. Vendor Past Performance
- m. Vendor Availability to Perform
- n. Vendor Reference - Vendor shall submit three (3) references from individuals, entity or corporation for which a similar project was successfully completed within time and budget. Also to be of consideration in the evaluation of bid is the vendor's past performance of this contract/supply bid. **(Please see final page of this specification for Vendor Reference form)**

8.20 Will your company accept a portion of this contract? Please check in the appropriate space. _____ yes _____ no

8.21 If in the best interest of the City of Atlanta and with the written consent of the vendor, this contract may be extended for one (1) additional year.

8.22 Brand Name or Trade Name Instructions - If items in this Invitation for Bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Products may be considered for award if such products are clearly identified in the bids and are determined by the City of Atlanta to meet its needs in all respects.

8.22.1 All bidders, including bidders whose products may be referenced, shall clearly indicate manufacturer/trade name and identifying number in space provided within Pricing Sheet of this Invitation for Bid.

8.22.2 If the bidder proposes to furnish another product, such products shall be clearly identified in the bid. The evaluation of bids and the determination as to equality of products offered shall be the

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responsibility of the City and will be based on information furnished by the bidder. Accordingly, to insure that sufficient information is available the bidder may be required to submit literature and/or samples prior to award. These shall be supplied within seven days, if required.

- 8.22.3 The purchase of any item by the City as a result of this Invitation for Bid is not a judgment of one product against another. Consideration of application, need and price will constitute purchase determination.
- 8.23 Alternate Bid – Bidders, who have other items they wish to offer in lieu of or in addition to that required by this Contract, should submit a separate Bid marked "ALTERNATE BID FOR BID NO. 5696-AP". Alternate Bids will automatically be deemed non-responsive and will not be considered for award of the subject Contract. Such bids however, may be examined prior to award the subject Contract and may result in either cancellation of all bids to permit rewriting of the Specifications to include the alternate item in a rebid or the alternate item may be considered for future requirements.
- 8.24 A careful and accurate account of labor, including the name(s) or identification of mechanic(s), helper(s), etc. and the hours of work applied to each job, listing actual parts used in the performance of each job, description of the City equipment as well as parts only purchased under this contract is to be maintained by the vendor for a period of not less than one year. Such account or record may be subject to audit by an authorized City official.
- 8.25 Invoices must be itemized to show hours of labor, parts, materials, accessories with unit price and extension, including the applicable purchase order number.
- 8.26 Audit - The vendor shall maintain all books, documents, papers and records pertaining to this contract and to make such books and records available for inspection and auditing, upon reasonable notice by the City. As a result of any such audits, overcharges will be adjusted and compensation made by the vendor as applicable under this contract. Such books and records shall be maintained and made available for inspection and auditing for the duration of this contract and for a period of not less than three (3) years after the expiration date of contract.

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- 8.27 FACE SHEET AND ALL PAGES OF THIS SPECIFICATION, SIGNED BY AN AUTHORIZED REPRESENTATIVE, MUST BE RETURNED WITH YOUR BID; OTHERWISE BID MAYBE CONSIDERED INVALID.
- 8.28 IF YOU DO NOT QUOTE, PLEASE RETURN THE COVER SHEET WITH YOUR COMPANY NAME AND THE REASONS YOU ARE NOT QUOTING. OTHERWISE, AFTER THREE (3) NO RESPONSES YOUR COMPANY'S NAME MAY BE REMOVED FROM OUR VENDOR LIST.
- 8.29 A COMPLETE CONTRACT EMPLOYMENT REPORT OR CURRENT LETTER OF CERTIFICATION FROM THE CITY OF ATLANTA MUST ACCOMPANY EACH BID. FAILURE TO COMPLY WILL RENDER BID INVALID.
- 8.30 SUBMIT THE ORIGINAL AND TWO (2) COPIES OF THE BID AND REQUIRED ATTACHMENTS.

FIRM NAME _____ SIGNATURE _____

VENDOR REFERENCES

PROJECT TYPE: _____ ITB/FC NO.: _____ BUYER/CO: **(COA DOP Buyer)**

PROJECT NAME: _____

1. _____
Company Name Contact Person

Address City/State/Zip

Phone Number County

COMMENTS: _____

2. _____
Company Name Contact Person

Address City/State/Zip

Phone Number County

COMMENTS: _____

3. _____
Company Name Contact Person

Address City/State/Zip

Phone Number County

COMMENTS: _____

FIRM NAME _____ SIGNATURE _____

FIRM NAME _____ SIGNATURE _____