

# EMERYVILLE POLICE DEPARTMENT



## Request For Proposals To Provide A New Body Worn Camera Solution

Issue Date: Wednesday, April 10, 2019

Proposals Due By: 3:00pm (PST), Monday, May 6, 2019

Submit Proposals To:

Emeryville Police Department  
ATTN: Oliver Collins, Captain  
2449 Powell St.,  
Emeryville, CA 94608

**\*\* Must be in a sealed envelope marked: Body Worn Camera Solution RFP**

## TABLE OF CONTENTS

Table of Contents .....	2
I. Invitation .....	3
II. Background .....	3
III. Goals and Objectives .....	4
IV. Designated Contact and Communication with Staff .....	4
V. Schedule .....	5
VI. Product Specifications / Scope of Services .....	5
A. Camera Hardware .....	5
B. Data Storage .....	7
C. Software .....	7
D. Implementation Plan .....	9
E. Vendor Qualifications .....	9
VII. Proposal Content and Format Requirements .....	9
VIII. General Conditions .....	12
IX. Required Federal Clauses .....	15
Sample City of Emeryville Services Agreement .....	17

## **I. INVITATION**

The City of Emeryville ("City") is soliciting proposals from qualified vendors (hereinafter "Vendors") to provide the Emeryville Police Department with a body worn camera ("BWC") solution. In addition to cameras, the successful Vendor will be expected to provide the City with a complete video storage solution that will partner with the body worn cameras to store, manage, retrieve and share captured digital video. The successful Vendor will also provide ongoing maintenance, support, and training services on the equipment, hardware and software for the term of a multi-year agreement.

Prospective Vendors must demonstrate experience in designing and maintaining BWC and backend server solutions. The intent of this Request for Proposals ("RFP") is to acquire a BWC solution for public safety use that offers ease of use, functionality, recording and storage capabilities.

Proposals that do not conform to the mandatory items as provided in this RFP will not be considered.

Based upon results of the review and evaluation, the City may decide to proceed with an offer to one or more Vendors to furnish and deploy units throughout the Emeryville Police Department. This RFP does not obligate the City to purchase or contract for a BWC solution and/or related products or services either now or in the future.

## **II. BACKGROUND**

The City of Emeryville was incorporated in 1896 and has a well-established city with a strong community bond. The City situated at the foot of the San Francisco Bay Bridge, between Oakland and Berkeley. Emeryville has a residential population of approximately 12,000 but a working (daytime) population of approximately 40,000. The Emeryville Police Department has 41 sworn and 15 professional staff positions. The department is separated into two divisions, an Operations Division and an Administrative Services Division. The Operations Division includes the patrol and the traffic bureaus, and the Administrative Services Division includes, dispatch, administrative assistants, property & evidence, and the police services technician position. The department has three canine teams whose primary function is patrol services but also work regularly in community outreach.

Emeryville has many destination locations including iconic restaurants, Bay Street Shopping District, Shorebird Park, the Bicycle Greenway, and a picturesque Marina recreational area. The City supports a well-established art community, a growing bio-tech industry, and is home to many other smart green technology businesses. The Police Department prioritizes community partnerships, the delivery of modern professional police services, and transparency. A driving goal for the City and for the police department is to make the community safe and healthier through creating partnerships and relationships with those who live, work and play in the City.

The Emeryville Police Department initiated a BWC program in 2015, issuing cameras to every sworn officer. In 2018 the Police Department applied for and was awarded a grant through the Bureau of Justice Assistance, for a BWC program upgrade. The City Council approved the acceptance of the 2018 United States Department of Justice's Body Worn Camera Policy and Implementation Grant for \$67,500, with a required in-kind match of funds. The federal grant will offset the cost of the BWC program, for which the City has budgeted funding annually over the next five years. The City also has the option of funding the program in full at the onset, if a cost reduction is offered.

### **III. GOALS AND OBJECTIVES**

The Department is seeking to invest in a complete BWC solution that will provide for a highly reliable and durable platform for capturing, managing, storing, and redacting video evidence, and for sharing video electronically with the Alameda County District Attorney's Office. The goal of the Emeryville Police Department is to award a multi-year contract for the BWC solution, including all equipment and services requested. However, the Emeryville Police Department will accept proposals that include some or all of the components described above.

### **IV. DESIGNATED CONTACT AND COMMUNICATION WITH STAFF**

Any explanation desired by a potential vendor regarding the meaning or interpretation of any RFP provision or questions must be submitted in writing via email to the RFP Coordinator, Captain Oliver Collins, no later than 3:00 p.m. on Wednesday, April 24, 2019. Captain Collins is the only individual who may be contacted regarding the RFP and all inquiries must be sent to [ocollins@emeryville.org](mailto:ocollins@emeryville.org). Phone inquiries will not receive a response. Responses to the questions will be posted as an Addendum to the RFP by 3:00 p.m. on Monday, April 29, 2019.

From the date the RFP is issued until a contract is executed, communication regarding this project between potential vendors and individuals employed by the City is prohibited. Only written communication with the RFP Coordinator is permitted.

Once a determination is announced regarding the selection of a vendor, the vendor will be permitted to speak with person(s) participating in contract negotiations.

Violation of these conditions may be considered sufficient cause to reject a vendor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

- Contacts made pursuant to any pre-existing contracts or obligations; and
- Presentations, key personnel interviews, clarification sessions or discussions to finalize a contract, as requested by the City.

## V. SCHEDULE

<b>Milestone</b>	<b>Date</b>
Issuance of Request for Proposals	Wednesday, April 10, 2019
Written Questions Submission Deadline	Wednesday, April 24, 2019
Written Responses from the City	Monday, April 29, 2019
Proposals Due to City (by 3:00 p.m.)	Monday, May 6, 2019
Short list established, and Vendors notified	Monday, May 13, 2019
Interviews/ Presentations (if desired by City)	Week of May 20, 2019
Selection / Negotiation with Selected Vendor	Week of May 27, 2019
Anticipated Staff Recommendation to Council	Tuesday, July 9, 2019
Anticipated Contract Award	Wednesday, July 10, 2019
Anticipated Implementation to Begin	After July 15, 2019

This schedule reflects anticipated milestones and dates for selecting a proposal. The City reserves the right, at its sole discretion, to adjust the timeline or omit milestones from the schedule as it deems necessary. The City may determine that a period to do field testing is necessary. Vendors must be able to support field tests of a minimum of one month, including all hardware, software, and digital evidence management systems. The City reserves the right, however, to select a vendor based solely on the proposal.

## VI. PRODUCT SPECIFICATIONS/ SCOPE OF SERVICES

The proposed BWC solution should meet or exceed the required specifications outlined in this RFP. The successful proposal may provide added value and/or functionality above and beyond the minimum requirements. Any proposal that does not demonstrate that the proposed BWC solution meets the following minimum specifications may be considered non-responsive and ineligible for award of any subsequent contract, in the City's sole discretion. Where the words "will" and "must" are indicated, it means it is a mandatory requirement. Failure to meet any one mandatory requirement will result in the proposal being found non-compliant. Where the words "should", "can", "desirable" and "preferred" are indicated, it means it is a preferable, but not mandatory requirement.

### A. Camera Hardware

1. Cameras- the Emeryville Police Department intends to procure 46 Body-Worn Cameras for 41 sworn staff and 3 civilian enforcement staff. Additionally, the Department intends to procure one "point-of-view" cameras for the Traffic Unit. The proposal should allow room to add cameras should staffing increase, both body-worn and "point-of-view." Two (2) spare cameras has been included and must be provided at the time of the initial procurement, as described more specifically below.
2. Recording Format- Videos must play back in a standard, non-

proprietary format that does not require manufacturer-specific replay software.

3. Video Resolution- Videos should record in full color and high definition (720P- 1080P is preferred), and record at a minimum 30 frames per second.
4. Video Encoding/ Compression- Videos should use the lowest possible amount of compression in order to maximize the amount of information available for forensic analysis (MPEG-4, H.264, or H.265).
5. Frame Rate- Videos should record at 30 frames per second minimum.
6. Horizontal Field of View- Cameras should have a horizontal field of view not less than 90 degrees. The widest field of view without distorting the image is preferred.
7. Camera Focus- Cameras must continuously autofocus, with image stabilization to prevent motion jitter or blur.
8. Audio Quality- Cameras must be able to clearly capture conversational speech at a distance of three feet without wind or excessive background noise.
9. Audio Resolution and Encoding/ Compression- Should have a sampling rate of 22 kHz and 24-bit capture per microphone.
10. Record Triggering- Cameras should record continuously or be user-triggered or event-triggered.
11. Night-time/ Low-Light Functionality- Cameras should capture video in low-light conditions that would be similar to what the officer can see with his/her own eyes.
12. Synchronization and Metadata- Cameras should automatically generate data about the wearer, location, date, and time of recordings. The device clock must synchronize to an external universal clock to ensure accuracy.
13. Tamper Resistance- Cameras should prohibit recordings from being deleted, edited, or overwritten by the wearer. Once uploaded into the data management system, videos should be automatically cleared from the device without further action by the wearer.
14. Data Transfer- A standard USB2/USB3 compliant connection is preferred. Connections should be standard on devices and docking stations.
15. Data Export- All data should be exported from the device into data management system in its original file format and without loss of quality or associated metadata. Cameras should record an audit log that includes such information as device serial number, power on/off times, charging, start/stop recording, and remaining storage capacity.
16. On-board Storage- Cameras should store a minimum of 16 hours of video at a resolution of 720P.
17. Battery Life- Patrol officers at the Emeryville Police Department work

12 hour shifts that sometimes extend by a few hours. The cameras' batteries should last over 12 hours. Loss of battery life must not cause a loss of video evidence on the device. Camera batteries must be rechargeable and charge simultaneously with the video download process.

18. Durability- Cameras should withstand considerable and repetitive pressure, vibration, and mechanical shock. Cameras should operate within a temperature range from very cold to very hot and be resistant to common environmental hazards such as dust, condensation, water splashes, and RF interference.
19. Weight and Form- Cameras should be light enough and small enough to not hinder the wearer from performing necessary job functions, especially ones related to officer safety.
20. Pre-Event Buffering- Cameras must have the ability to record video for a time period before camera activation and should be configurable by Emeryville Police Department to determine the amount of pre-activation recording time.
21. Record Indicator- Cameras should have a visual or other indicator to alert the user that the camera is turned on and recording.
22. Cameras- Vendor must be able to supply both body-worn and "point-of-view" cameras. Cameras should have a variety of mounting options to accommodate normal uniforms, heavy jackets, tactical gear, helmets, lapels, and glasses.
23. Spare Cameras- Vendor must supply an acceptable number of spare cameras. An acceptable number to the City will be no fewer than ten (2) body-worn cameras.
24. Docking Stations- A sufficient number of docking stations should be supplied by the Vendor to accommodate each camera. Docking stations should not need to be wired to a Department computer in order to download video evidence. Wireless download capability is preferred.

## **B. Data Storage**

1. Data Storage- Unlimited cloud storage is preferred.
2. Minimum Uptime- Uptime percentage should be 99.9%. Vendors must specify a guarantee of uptime percentage and must offer a credit if the uptime percentage guarantee is not met.
3. Data Security- Vendor should have a formal information security program with procedures in place to fix vulnerabilities and prepare for incidents. Cloud storage should follow Criminal Justice Information Services (CJIS) data protection and transport standards and be able to demonstrate such compliance. Data should be encrypted both in transit and at rest. Cloud service should offer chain of custody reports, detailed audit logs, and

workflow procedures that protect against unauthorized access or accidental deletion of videos. The data storage facility must be located in the United States (lower 48). Vendors must submit a written data security plan and a written disaster recovery plan.

4. Data Ownership- the City shall own all rights to the data and video that is stored at the Vendor's host site, (if applicable) with no transfer, conveyance, assignment, or sharing of data ownership to/with the hosting provider. The City must comply with the City's records retention policy and California Government Code Section 34090 *et seq.* It will be the responsibility of the City to notify the Vendor when the data can be deleted from the Vendor's host site. If, at the end of the term of the contract, the City does not renew the contract with the Vendor, the Vendor must agree to work with City I.T. Department staff to download or otherwise transfer data stored in the Vendor's cloud. Adequate time must be allotted for this process after termination of the contract, based on the amount of data.

### C. Software

1. Security- Software should require individual accounts per user, and multi-factor authentication. User and Group permission access levels should be available to assign to different users.
2. Metadata- Software should automatically date and time stamp videos. Automatic collection of GPS location metadata is preferred. Users should be able to add notes, tag videos with case numbers, select event categories, and group multiple videos into case "packages". It is preferred that users can enter this data in the field via mobile application.
3. Computer Aided Dispatch (CAD) Integration- Software should be able to integrate with CAD so that videos are automatically tagged with case numbers, locations, and other available metadata. The Emeryville Police Department uses Flex (Spillman) by Motorola Solutions.
4. Ease of use- Software must be intuitive for users and administrators. Search functions should include searching by user name, case number, location, event category, or other tags.
5. Retention- Software should provide a configurable and easy-to-use structure for automatically managing digital evidence based on the type of event and retention period. Once digital evidence is tagged, the system should be configurable to automatically trigger a workflow process based on the Emeryville Police Department's policy on retention and storage of BWC video. The video management should be automated with rules and associations based on the Emeryville Police Department's BWC video retention policy.
6. Redaction- Proposals should include redaction tools that have the ability to blur faces, license plates, or other images, and would also be able to redact audio only. Software must be able to retain original versions of

videos after redaction. (let me know if this seems right)

7. Evidence Integrity- Software should have tools to prove that videos are unaltered. Tamper-proof audit logs should record all activities with evidence, including by account administrators. Videos should not be able to be deleted by users without the required permissions.
8. Evidence Sharing- Software should provide for secure digital sharing of evidence, both internally and externally, without data transfer, data duplication, physical media or email attachments. Chain of custody should be logged and access to the evidence including the ability of third parties to view, duplicate, re-share, or download should be controlled by the Emeryville Police Department.
9. Other Digital Evidence- It is preferred that the software be capable of accepting uploads of other third-party digital media for the purposes of evidence sharing, including audio, video, and photo evidence.
10. Audit Trail- Software must record an audit trail for all videos and users and have the option to retain that audit trail indefinitely.

#### **D. Implementation Plan**

1. Contract Term- the Emeryville Police Department desires a multi- year agreement that covers repair, and if needed, replacement for all equipment, as well as on-site and/or remote technical assistance for all aspects of the BWC solution if a lease is proposed. If a BWC system is to be purchased as part of the proposal, then product warranty of 2 years is required as part of the proposal.
2. Technical Support- The ideal proposal will include technical support and maintenance for all hardware and software for the life of the contract.
3. Hardware Replacement- Proposal must include a camera replacement schedule to replace camera hardware as newer models become available.
4. Training and Installation- Vendor must provide on-site training for all users and administrators, over multiple days/times to accommodate agency scheduling needs. Vendor must also work with City of Emeryville Building Maintenance and I.T. Department staff for installation of hardware and software.
5. Warranty- Vendor must have an acceptable warranty for all hardware, software, and accessories. An option to extend the minimum warranty is preferred. A return process must be articulated along with a maximum time allowed for replacement of inoperable equipment by the Vendor.

#### **E. Vendor Qualifications**

1. The Vendor must be a reputable company with a documented history of working with law enforcement agencies, including a minimum of five (5) years of verifiable experience in delivering and maintaining BWC

solutions.

2. The Vendor must be able to perform all necessary tasks to provide the Emeryville Police Department with the required products and solutions that conform to or exceed the expectations listed in this RFP. The Vendor should be able to begin implementation on July 15 2019, with full implementation including training of City staff to be completed by August 9, 2019.
3. Vendor shall disclose and explain any litigation, threatened litigation, investigation, reorganization, receivership, bankruptcy filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on their ability to provide the required needs. The information should be supported with appropriate documentation, such as a current Dunn & Bradstreet report.
4. Vendor shall disclose and explain whether they have been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years.

The purpose of this RFP is to give Vendors a clear idea of the City's requirements and expectations regarding the products and service being sought. While it is believed that the requirements set forth in this RFP include all elements essential for a complete BWC solution, Vendors submitting proposals are encouraged to include any additional product or accessory they believe has been overlooked or would be beneficial to the Department's BWC program.

## **VII. PROPOSAL CONTENT AND FORMAT REQUIREMENTS**

Vendors are requested to organize their proposals into sections with tabs corresponding to the selection criteria listed below. Proposals must be organized in the requested sequence and have all of the requested information. A screening committee will evaluate the completeness of responses to this RFP. Failure to comply with the requirements of this RFP will render Vendor's submittal non-responsive.

### **A. General Information**

1. Company name, address, telephone number, fax number, and email address.
2. Account Representative or point of contact, including contact information if different from above.
3. Letter of introduction on company letterhead, including an overview of the Vendor's background and history with BWC technology.
4. Provide references, including at least three (3) law enforcement agencies of similar size and complexity to the Emeryville Police Department. The Vendor must include a current contact name, title, company, address, telephone number, and email address for each reference.

## **B. Proposed Products**

This section should have responses to each of the product specifications and scope of services listed in this RFP.

1. Responses to section 1, Camera Hardware.
2. Responses to section 2, Data Storage
3. Responses to section 3, Software
4. Responses to section 4, Implementation Plan
5. Responses to section 5, Vendor Qualifications.

## **C. Staff Qualifications and Related Experience**

1. Staff Qualifications: This section should describe the qualifications of all staff to be assigned to this project. Experience summaries should include their credentials, related experiences, and their proposed roles for this contract. Project team members may not be substituted without prior written approval from the Emeryville Police Department. If the company intends to subcontract any portion of this project, it should be discussed in this section, along with detailed information for each subcontractor. No work may be subcontracted, nor assigned, without prior written approval from the Emeryville Police Department.
2. Related Experience: This section should describe the Vendor's experience in providing the services described in this RFP, including information about previous projects that might be similar in size and scope.

## **D. Proposed Fee Structure and Schedule**

The Vendor must provide proposed fees and cost information, consistent with the following:

1. The Vendor should carefully review this RFP and address all items and services in the proposed fee structure and schedule.
2. Even if a Vendor is proposing a package solution, the information in the proposed fee structure should be detailed and broken down by item, type of service, or other applicable measure(s) (cameras, accessories, software, data storage, etc. as described in the product specifications section of this RFP).
3. The fee schedule should include detailed, broken out costs for each of the five (5) years of the contract term, as well as a total not-to-exceed cost of the entire BWC solution through the end of the contract term.
4. This section must clearly identify the costs related to optional services and/or products not requested in the RFP but that are being proposed by the Vendor, if any.

5. The schedule needs to detail the cost for equipment versus the cost for storage.
6. Taxable items must be identified, and Vendor shall include 9.25% sales tax on those items.
7. Proposed Fee Structure and Schedule shall be included in a separate sealed envelope clearly marked "City of Emeryville Body Worn Camera Solution Cost Proposal".

#### **E. Location for Proposal Submission**

Vendors shall submit one (1) original signed copy and three (3) copies of the proposal for the BWC Solution. All copies must be bound; double-sided printing is acceptable. Submit all copies to:

Emeryville Police Department  
Attn: Oliver Collins, Captain  
2449 Powell St.  
Emeryville, CA 94608

Proposals will be accepted until **3:00 pm (PST). Monday, May 6, 2019.**

### **VII. VENDOR SELECTION PROCESS**

#### **A. Proposal Selection**

A selection panel comprised of Emeryville Police Department staff will evaluate and rank each proposal based its ability to meet the specifications in Section VI, the Vendor's qualifications, and the cost of the proposed BWC solution over the contract term. Proposals will be reviewed to ensure conformance with the requirements of the RFP. The City may select a short list of finalists to interview but reserves the right to select a Vendor based solely on information provided in the proposals.

The City may commence negotiations after the selection panel completes its evaluation of proposals. A contract may be awarded to the Vendor whose proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City's best interest, or the City may, in its sole discretion, reject all proposals.

#### **B. Withdrawal of Proposal**

Potential Vendors may request the withdrawal of a posted, sealed proposal prior to the scheduled proposal due date provided the request for withdrawal is submitted to the City in writing. Proposals must be re-submitted and time-stamped in accordance with the RFP requirements in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the due date of the proposal. All proposals received are considered firm offers during this period.

**C. City of Emeryville's Rights**

The issuance of this RFP does not constitute an agreement by the City of Emeryville that any contract will actually be entered into by the City. The City expressly reserves the right at any time to take one or more of the following actions:

1. Issue addenda to this RFP, including to extend or revise the timeline for submittals.
2. Withdraw, reissue, cancel, or modify this RFP without prior notice.
3. Request clarification and/or additional information from any Vendor at any point in the procurement process.
4. Execute an agreement with a Vendor on the basis of the original proposal and/or any other information submitted by the Vendor during the RFP process.
5. Prior to the submission of deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals.
6. Reject any or all proposals, waive irregularities in any proposals, accept or reject all or any part of any proposals, or waive any requirements of this RFP, as may be deemed to be in the best interest of the City of Emeryville.
7. Commence and/or discontinue negotiations with any Vendor or Vendors.
8. Award one contract for the entire BWC solution or make multiple awards for separate components if it is deemed to be in the best interest of the City.
9. Investigate the qualifications of any Vendor under consideration.
10. Award a contract on a combination of technical, price, and other factors. Price shall not be the sole determining factor for the award this contract.
11. Audio and / or video record any and all live meetings, including conferences, interviews, and field testing with potential and actual Vendors and staff during any and all phases of this RFP process. All recordings shall be deemed confidential until after the award of the contract by the City Council, with the exception of any

recordings of open public meetings.

12. All responses to this RFP become the property of City and will be kept confidential until such time as a recommendation for award of contract has been announced. Thereafter, proposals are subject to public inspection and disclosure under the California Public Records Act (Cal. Government Code Section 6250, et seq.). If a Vendor believes that any portion of its proposal is exempt from public disclosure, such portion may be marked "confidential." City will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for inadvertent disclosure of such materials, data and information. By submitting information with portions marked "confidential", the Vendor represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse the City for, and to indemnify, defend and hold harmless City, its officials, officers, employees, and agents from and against: any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses including, (collectively "Claims") arising from or related to the City's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order. Additionally, the City may request that the Vendor directly defend any action for disclosure of any information marked "confidential."
  
13. No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or act on or account of any failure by a Vendor to observe any provision of this RFP. Failure by the City to object to an error, omission, or deviation in the proposal in no way will modify the RFP or excuse the Vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

## **IX. CONTRACT REQUIREMENTS**

The selected Vendor will be required to enter into a contract with the City for the delivery of the proposed products and services as required by this RFP and as described in the selected Vendor's response ("Contract"). The Contract is subject to the following requirements as set forth below. The City reserves its right to require additional contractual terms and conditions.

### **A. Federal Requirements**

Funds received pursuant to a grant from the U.S. Department of Justice, Bureau of Justice Assistance ("Grant") will be used to make payments required by any Contract. Accordingly, the Contract must comply with the terms and conditions

as set forth in the Grant, which is attached as Exhibit A to this RFP. Such terms and conditions of the Grant include, but are not limited to, compliance with Part 200 Uniform Requirements, as applicable.

**B. Indemnity**

To the fullest extent permitted by law, the Vendor shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Vendor or Vendor's subcontractors as well as any claim by any employee, agent, contractor or independent contractor hired or employed by Vendor that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert contractors or expert witnesses incurred in connection therewith and the costs of investigation, arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Vendor, any subcontractor, anyone directly or indirectly employed by them or anyone that they control. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Vendor. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of the Contract.

The Vendor shall also agree to indemnify, defend and hold harmless the City, and its members, officers, employees, agents and volunteers for any costs, including attorney's fees, expenses, damages, or liability that City may incur as a result of any proceedings chagrining infringement of any patent, copyright, or trademark by use of the produce and services furnished by Vendor.

**C. Insurance Requirements**

The Vendor shall agree to provide insurance in accordance with the minimum requirements as set forth in Exhibit B.

**D. Business License Requirements**

The selected Vendor will be required to obtain a business license from the City of Emeryville.

**E. City Labor Standards**

If the Contract provides for compensation to Vendor of \$25,000 or more within a

single fiscal year, then Vendor shall comply with the requirements of the City's Living Wage Ordinance set forth in Chapter 31 of Title 5 of the Emeryville Municipal Code, unless (i) Vendor is a governmental entity, (ii) this Contract is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Contract is subject to federal or state laws or regulations that would preclude the application of the City's laws. Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Contract for all employees of Vendor who perform at least twenty-five percent (25%) of the work arising from this Contract, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to Section 5-31.08 of the Emeryville Municipal Code. Vendor shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City. Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Vendor for back pay, reinstatement and compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Contract and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance. Vendor shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Contract. "Living Wage" means no less than \$15.73 per hour (which is subject to increase annually on July 1st to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees. In the event that compliance with the Living Wage Ordinance is not required, the Vendor may still be required to comply with the City's Minimum Wage, Paid Sick Leave, and Other Employment Standards Ordinance as set forth in Chapter 37 of Title 5 of the Emeryville Municipal Code, to the extent it is applicable.

**EXHIBIT "A"**

**GRANT REQUIREMENTS**

U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>	<b>AWARD CONTINUATION SHEET Grant</b>	PAGE 2 OF 13
---	---	--------------

PROJECT NUMBER 2018-BC-BX--0076 AWAFF.DDATE 09/26/2018

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. .

Failure to comply with any one or more of these award requirements - whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain - typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies - and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

PROJECT NUMBER 2018-BC-BX-0076 AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in **this** award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for **this** award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy **this** condition.

In the event that either the POC or an FPOC for **this** award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy **this** condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of **this** condition is available at <https://www.ojp.gov/training/fints.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with **this** condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on **this** award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(e), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

PROJECT NUMBER 2018-BC-BX-0076 AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that - for purposes of federal grants administrative requirements - OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.

PROJECT NUMBER 2018-BC-BX.0076 AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract. That would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that - for purposes of federal grants administrative requirements - OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)) and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient - or any subrecipient ("subgrantee") at any tier - develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

PROJECT NUMBER 2018-BC-BX--0076 AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

16 . Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination -28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

21 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

PROJECT NUMBER 2018-BC-BX-0076 AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award - (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

PROJECT NUMBER 2018-BC-BX-0076 AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with Jaw) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other Form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the recipient-

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both-

a. it represents that-

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

PROJECT NUMBER 2018-BC-BX.0076 AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), *DOI* encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of *DOI*

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

29. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

30. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project

PROJECT NUMBER 2018-BC-BX-0076 AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

31. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

32. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation) and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

33. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

34. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient **agrees** to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient **agrees** to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

PROJECT NUMBER 2018-BC-BX 76 AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

35. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP **has** the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award

The recipient **has** the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

36. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the *[insert name of OJP component]*, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed. Publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's **expense**, shall contain the following statements: "This project **was** supported by Grant No. 2018-BC-BX-0076 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJG Grants Financial Guide provides guidance on allowable printing and publication activities.

PROJECT NUMBER 2018-BC.BX-0076 AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

38. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmlojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High-Risk designation.
39. The recipient is authorized to obligate, expend, or draw down funds in an amount not to exceed 10% of this award for the sole purpose of developing a Body-Worn Camera (BWC) policy. The BWC policy must be submitted no later than 180 days of award acceptance, unless an extension for good cause shown has been granted by BJA. The recipient is not authorized to incur any additional obligations, make any additional expenditures, or draw down any additional funds until BJA has approved the recipient's completed BWC policy and has issued a Grant Adjustment Notice (GAN) removing this condition.
40. Required attendance at BIA-sponsored events  

The recipient (and its subrecipients at any tier) must participate in BIA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
41. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.
42. The recipient understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
43. Withholding of funds: Completion of OJP financial management and grant administration training" required  

The recipient may not obligate, expend, or draw down any award funds until- (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2016, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.
44. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations or make any additional expenditures or drawdowns until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
45. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

PROJECT NUMBER 2018-BC-BX-0076 AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

46. Withholding of funds: Disclosure of pending applications

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.

47. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

## EXHIBIT "B"

### INSURANCE REQUIREMENTS

## Contract Insurance Requirements

As used in this Exhibit B, Contractor refers to **COMPANY / CONTRACTOR NAME (INC, LLP, LLC...)**.

#### Minimum Requirements

Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work or Services required by the Contract hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage, as checked below:

#### Minimum Scope of Insurance

Coverage shall be at least as broad as the latest version of the following:

- General Liability**  
Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- Automobile Liability**  
Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto) or if Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the General Liability Policy.
- Professional Liability / Errors and Omissions**  
Written on a policy form specifically designed to protect against acts, errors or omissions of the Contractor wherein "Covered Professional Services" as designated in the policy must specifically include Services performed under this Contract.
- Workers' Compensation and Employer's Liability**  
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.
- Pollution Liability Insurance**  
Pollution Liability insurance for claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks.

- Information Technology Vendor/Information Technology Professional Services (IT Insurance)**  
Information technology (IT) vendor or IT Professional Services appropriate to the Contractor's profession for claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses, with limits sufficient to respond to these obligations.

**Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- General Liability (All Contract Types)**  
\$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.
- General Liability (Construction Specific)**  
\$2,000,000.00 per occurrence and \$4,000,000.00 aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, and coverage for explosion, collapse and underground property damage hazards.
- Automobile Liability**  
\$1,000,000.00 per accident for bodily injury and property damage.
- Professional Liability / Errors and Omissions**  
\$2,000,000.00 per claim and aggregate.
- Workers' Compensation and Employer's Liability**  
Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000.00 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease.
- Pollution Liability Insurance**  
\$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- IT Insurance**  
\$2,000,000.00 per occurrence and \$2,000,000.00 aggregate

Except for the professional liability / errors and omissions policy, defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the Parties required to be named as additional

insureds pursuant to this Contract.

### **Insurance Endorsements**

The insurance policies shall contain the following provisions, if checked, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions, if checked, to the insurance policies:

**General Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 or CG20 37, or endorsements providing the exact same coverage, with respect to the work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

**Automobile Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

**Professional Liability Coverage**

Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three years after termination of the Contract.

**Workers' Compensation and Employer's Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the City, its

officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

**Pollution Liability Coverage**

(1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

**IT Coverage**

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses, with limits sufficient to respond to these obligations.

## **ALL COVERAGES**

Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

### **Separation of Insureds; No Special Limitations**

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

### **Deductibles and Self-Insurance Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

**Verification of Coverage**

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Subcontractors**

All subcontractors shall meet the requirements of this Section before commencing any work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

**Reporting of Claims**

Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work performed under this Contract.

## EXHIBIT "C"

### General Provisions

- 1) INDEPENDENT SERVICE PROVIDER. At all times during the term of this Agreement, Service Provider shall be an independent contractor and shall not be an employee of City. City shall have the right to control Service Provider only insofar as the results of Service Provider's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Service Provider accomplishes services rendered pursuant to this Agreement.
- 2) LICENSES; PERMITS; ETC. Service Provider represents and warrants to City that Service Provider has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Service Provider to practice Service Provider's profession. Service Provider represents and warrants to City that Service Provider shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Service Provider to practice his profession.
- 3) TIME. Service Provider shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Service Provider's obligations pursuant to this Agreement.
- 4) SERVICE PROVIDER NOT AN AGENT. Except as City may specify in writing, Service Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Service Provider shall have no authority, express or implied, pursuant to this Agreement, to bind City to any obligation whatsoever.
- 5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 6) PERSONNEL. Service Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Service Provider to perform services pursuant to this Agreement, Service Provider shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.
- 7) STANDARD OF PERFORMANCE. Service Provider shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which Service Provider is engaged in the geographical area in which Service Provider practices his profession. All products which Service Provider delivers to City pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards of quality normally observed by a person practicing in Service Provider's profession. City shall be the sole judge as to whether the product of the Service Provider is satisfactory.
- 8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the City at the discretion of the City Manager, or his/her designee, upon written notification to Service Provider. Service Provider is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. Service Provider shall be entitled to no further compensation for work performed after the cancellation date. All completed and incomplete reports and documents of the Service Provider provided under this Agreement up to the date of receipt of written notice to cease work shall become the property of City.
- 9) INDEMNIFY AND HOLD HARMLESS.
  - a. If AGREEMENT is an agreement for design professional services subject to

California Civil Code § 2782.8(a) and Service Provider is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, Service Provider shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Service Provider, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

- b. If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or Service Provider is not a design professional as defined in subsection 10(a) above, to the fullest extent allowed by law, Service Provider shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, serious errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Service Provider or any person directly or indirectly employed by or acting as agent for Service Provider in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.

It is understood that the duty of Service Provider to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Service Provider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

Service Provider's responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

- 10) PROHIBITED INTERESTS. No employee of the City shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the City if this provision is violated.
- 11) LOCAL EMPLOYMENT POLICY. The City desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The City encourages an active affirmative action program on the part of its contractors, sub-contractors, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible. As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.
- 12) SERVICE PROVIDER NOT A PUBLIC OFFICIAL. Service Provider is not a "public

official" for purposes of Government Code §§ 87200 et seq. Service Provider conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal contract monitoring. In addition, Service Provider possesses no authority with respect to any City decision beyond these conclusions, advice, recommendation, or counsel.

13) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS.

When the City executes an agreement for or makes payment to Service Provider in the amount of \$600 (six hundred dollars) or more in any one calendar year, Service Provider shall provide the following information to City to comply with Employment Development Department (EDD) reporting requirements:

- a. Whether Service Provider is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- b. If Service Provider is doing business as a sole proprietorship, Service Provider shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- c. If Service Provider is doing business as other than a sole proprietorship, Service Provider shall provide Service Provider's federal tax identification number.

14) NOTICES. All notices shall be given in writing to the following addresses or other such addresses as the parties may designate by written notice:

To City:

City of Emeryville  
Attn: Mike Parenti, IT Manager  
1333 Park Ave.,  
Emeryville, Ca 94608

To Service Provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15) GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of Alameda.

16) PROPRIETARY AND CONFIDENTIAL INFORMATION. Service Provider agrees that all of the information it obtains from City constitutes City's confidential property ("Confidential Information") regardless of whether such information is pre-marked as confidential or in any other manner to indicate its confidential nature. Except as expressly authorized herein, Service Provider agrees to hold in confidence and not

disclose any Confidential Information. Service Provider further agrees to establish such systems and procedures as may be reasonable to maintain City's Confidential Information. Service Provider's nondisclosure obligation shall not apply to information which Service Provider can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of Service Provider; (c) is rightfully obtained by Service Provider from a third party without breach of any confidentiality obligation; or (d) is required to be disclosed pursuant to the order or requirement of a court, administrative agency, federal law, foreign state law, California state law, applicable regulatory authorities, or other governmental body.

- 17) DIVULGING OF CONFIDENTIAL OR PROPRIETARY INFORMATION. Should City require the services of a third party to operate, maintain or modify the Product(s) nothing in this Agreement shall preclude City from doing so. City shall provide Service Provider with as much notice as practicable before utilizing or divulging any proprietary information or trade secrets so that Service Provider may coordinate and or limit the delivery of said information to the third party necessary to accomplish said operation, modification or maintenance. Any third party receiving Confidential or Proprietary Information or trade secrets under this paragraph must agree to the same prohibition against disclosure as City.

## EXHIBIT "D"

### Insurance Requirements

Service Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, or employees.

#### 1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

#### 2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$2,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$\_\_\_\_\_
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$\_\_\_\_\_.

### 3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keeper's liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Service Provider; products and completed operations of the Service Provider; premises owned, occupied or used by the Service Provider; and automobiles owned, leased, hired or borrowed by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the Service Provider's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- iv) The Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Service Provider's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum

coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

d) VERIFICATION OF COVERAGE. Service Provider shall furnish the City with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City or on forms equivalent to CG 20 10 11 85 subject to City approval. All insurance certificates and endorsements are to be received and approved by the City before work commences. At the request of the City, Service Provider shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

e) SUB-CONTRACTORS. Service Provider shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of Service Provider to verify existence of sub-contractor's insurance shall not relieve Service Provider from any claim arising from sub-contractors work on behalf of Service Provider.