



**POLICE DEPARTMENT**  
Office of Deputy Commissioner  
Legal Matters – FOIL Unit  
One Police Plaza, Room 1406A  
New York, New York 10038

November 25, 2025

**VIA ELECTRONIC MAIL**

Laura Moraff  
Staff Attorney - Digital Forensics Unit  
The Legal Aid Society  
49 Thomas Street  
New York, NY 10013  
lmoraff@legal-aid.org

Re: Legal Aid Society v. New York City Police Department  
(Court Order Directing Production of Special Expense Purchase  
Contracts Records) - Index No. 156967/2021

Dear Ms. Moraff:

This letter serves to inform you of NYPD's second production in compliance with the Appellate Court's decision dated February 6, 2025, "directing the respondent, New York City Police Department, to make best efforts to produce responsive records, beginning on or before March 31, 2025, ..."

In your original request you requested "all documents relating to the New York City Police Department's ("NYPD") special expense purchase contracts ("SPEX"), for the time period of March 27, 2007, to October 27, 2020, the following responsive records relate to a 2019 contract for ARGUS CCTV Camera System and a Facility Security Camera System under PIN05619SPEX137.

**Responsive Records**

This "rolling" production consists of **102** pages of documents relating to 2019 ARGUS CCTV Camera System and a Facility Security Camera System contract (PIN05619SPEX137) awarded to Secure Watch24, LLC ("SW24").

***GRANTED (101 pages)***

- Pre-Solicitation Review Report Cover Sheet (2 pages)
- Pre-Solicitation Review Report Negotiated Acquisition (8 pages)
- Confidential PSR Contract Expense Cost Form signed 01/10/2019 (1 page)
- Confidential PSR Contract Expense Cost Form signed 01/03/2019 (1 page)

- Recommendation for Award Cover Sheet – Vendor Secure Watch24, LLC, dated 02/05/2020 (2 pages)
- Recommendation for Award Checklist & Narrative (5 pages)
- Evaluation Committee Technical Proposal and Oral Presentations and BAFO Final Scoring (1 page)
- Memorandum Concerning the NYPD Procurement of ARGUS CCTV dated 01/24/2020 (2 pages)
- Responsibility Determination dated 01/24/2020 (2 pages)
- Memo: NYC Office of Management and Budget to NYPD stamped 07/26/2018 (1 page)
- Memo: NYC Office of Management and Budget to NYPD stamped 11/15/2017 (1 page)
- Memo: NYC Office of Management and Budget to NYPD stamped 07/03/2017 (1 page)
- Confidential PSR Contract Expense Cost Form signed 01/24/2020 (2 pages)
- Agreement for an ARGUS CCTV Camera System signed 03/02/2020 (48 pages)
- Certificate of Liability Insurance dated 01/29/2020 (2 pages)
- Insurance Policy Documents – Secure Watch24 LLC – (20 pages)
- Letter: NYPD to Secure Watch24 LLC, Notice of Award and to Commence Work dated 02/13/2020 and Advice of Award (2 pages)

***DENIED (1 page)***

- Email – Internal: NYPD Attorney Work Product (AWP) - SW24 Pricing (1 page)

**Explanation of Redactions and Denials**

NYPD asserts that all redactions are proper and were made pursuant to New York Public Officers Law/N.Y. Pub. Off. Law (“POL”) §87(2)(b) - to prevent an unwarranted invasion of personal privacy; §87(2)(d) - to protect trade secrets, that if revealed would cause substantial injury to the competitive position of the subject enterprise; §87(2)(e)(iv) - reveal criminal investigative techniques or procedures (“non-routine” investigative techniques and procedures); §87(2)(f) - to prevent the release of information that could endanger life and safety; and §87(2)(g) - inter-agency and intra-agency materials. Also, the non-disclosable records include attorney work product which is exempt from disclosure pursuant to Civil Practice Law and Rules (“CPLR”) §3101(c), which provides that “[t]he work product of an attorney [in civil proceedings] shall not be obtainable.” Access to NYPD’s attorney internal email correspondence is denied on these grounds.

With respect to the documents that are disclosable, I redacted personal information associated with NYPD contract bidder, vendor, and/or third parties, including NYPD’s personnel email addresses, and telephone numbers, for privacy reasons pursuant to Pub. Off. L. §§89(2)(b) and 87(2)(b), (f). See Matter of Data Tree, LLC v. Romaine, 9 N.Y.3d 454, 463-64 (2007); Matter of New York Civil Liberties Union v. New York City Police Department, 20 Misc.3d 1108(A), 2008WL2522233 at \*2 (N.Y. Cty. 2008); Matter of Bellamy v. New York City Police Department, 87 A.D.3d 874, 875 (1<sup>st</sup> Dept. 2011).

Furthermore, redactions, pursuant to POL §87(2)(f) permit an agency to deny access to records that, if disclosed, could endanger the life or safety of any person. It is NYPD's position that the details about the location, the software used in our camera surveillance technology, as well as the number of cameras installed at various locations throughout the five (5) boroughs, goes to the heart of the safety exemption. This exemption covers both the safety of our staff/officers and New York City's entire citizenry. Accordingly, there is no requirement that NYPD demonstrate the existence of a specific threat or intimidation; rather a showing must be made of a "possibility of endanger[ment]." We contend that there is a real danger to the safety of this City, which has been the epicenter of one of our country's worst terrorist attack. NY City continues to be a high-profile target for terrorist attacks, and our camera surveillance technology is important in helping to monitor potential threats. Access to information detailing the technology used and where our cameras are installed could potentially undermine law enforcement ability to thwart or identify threats (and suspects), which has become increasingly vital to prevent and investigate tragedies like the attacks of April 12, 2022, (subway shooting) or worse September 11, 2001 (World Trade Center.) See DeZimm v. Connelie, 64 N.Y.2d 860, 476 N.E.2d 646, 487 N.Y.S.2d 320 (1985) (denying access to portions of State Police administrative manual concerning procedures for electronic surveillance and monitoring devices); and Matter of Exoneration Initiative v. New York City Police Dept., 114 A.D.3d 436, 438 (1st Dept. 2014); Matter of Gould v. New York City Police Dept., 89 N.Y.2d 267, 277-278 (1996).

In addition, Pub. Off. Law § 87(2)(a), "specifically exempted from disclosure by state or federal statute," the Defend Trade Secrets Act (2016), 18 USC §§1831-1839 and Pub. Off. Law § 87(2)(d), protection for "trade secrets or other economically sensitive information." In Passino v. Jefferson-Lewis, 277 A.D.2d 1028, 716 N.Y.S.2d 229 (4th Dep't 2000), the court held that records held by an entity was exempt from disclosure under an exemption to NY's Freedom of Information Law, N.Y. Pub. Off. Law §87(2)(d), protecting from disclosure records the disclosure of which would cause "*substantial injury to the competitive position of a commercial enterprise.*" In Murray v. Troy Urban Renewal Agency, Inc., 84 A.D.2d 612, 444 N.Y.S.2d 249 (3d Dep't 1981), order summarily aff'd, 56 N.Y.2d 888, 453 N.Y.S.2d 400, 438 N.E.2d 1115 (1982), the court held an exemption to the state's Freedom of Information Law (FOIL), N.Y. Pub. Off. Law § 87(2)(c), protecting from "disclosure documents that '*if disclosed would impair present or imminent contract awards,*' applied to render exempt from disclosure appraisals of various properties with regard to which a public urban renewal agency had issued a solicitation for bids from potential purchasers." Also, in Troy Sand and Gravel Co. Inc. v. New York State Dept. of Transp., 277 A.D.2d 782, 716 N.Y.S.2d 772 (3d Dep't 2000), the court held that an exemption to the state's Freedom of Information Law (FOIL) applied to protect the results of quality tests of the products of aggregate manufacturing companies, conducted by the state's Department of Transportation to determine which companies would qualify to act as suppliers to the Department, from having to be disclosed under FOIL. In light of evidence supporting the conclusion that the elements of this exemption were met by the requested information, the appellate court held that the redacting of the "identifying information from the reports was a reasonable measure consistent with the exemption."

While, in Lockheed Martin IMS Corp. v. State Dept. of Family Assistance, 256 A.D.2d 847, 681 N.Y.S.2d 656 (3d Dep't 1998), although the court held that an exemption to the state's Freedom of Information Law (FOIL) did not apply to protect from disclosure a proposal submitted by a private business in response to a request for proposals (RFP) the court went further to explain that unless the contents of the proposal actually consisted of "***trade secrets or certain personnel information.***" Here, at the time of the request for proposals NYPD required that all bidders submitting responsive proposals were to clearly state whether they considered any of the information contained in the documents to be trade secrets. Additionally, information provided by the bidders included the resumes and background summaries on the company's personnel who would supervise and implement the contract terms. The bidder, SW24 submitted proposal documents to NYPD labeled private and confidential. NYPD and SW24 then enshrined the expectation of confidentiality (for ten years) by signing non-disclosure agreements. As such, SW24 established that it had no intention of surrendering the company's rights to claim that some of its documents should be protected because it contained trade secrets and confidential personnel information.

Lastly, NYPD informed the Court of its intention to notify all SPEX bidders and vendors about the Order compelling the release of records, and to ascertain whether they intend to assert the trade secret exemption. Attached hereto as Exhibit 1, is a letter from Secure Watch24 LLC., directing NYPD to assert the trade secret exemption on the company's behalf.

Please do not hesitate to contact me if you have any questions regarding this production.

Sincerely,



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Brigitte A. Watson  
Agency Attorney, Records Access Officer  
Legal Bureau, FOIL Unit

# PRE-SOLICITATION REVIEW REPORT COVER SHEET

<b>AGENCY:</b> NYPD	<b>BUREAU/DIVISION/OFFICE:</b> Information Technology Bureau ("ITB")																																																															
<b>E-PIN:</b> 05619SPEX137	<b>INDUSTRY:</b> Goods and Services																																																															
<b>PROCUREMENT DESCRIPTION:</b> New Procurement for ARGUS CCTV Camera System																																																																
<b>PROJECT/PROGRAM TITLE:</b> ARGUS CCTV Camera System																																																																
<p align="center"><b>SOURCE SELECTION METHOD (* PSR Subject to CCPO Approval)</b></p> <p> <input type="checkbox"/> Demonstration Project *  <input checked="" type="checkbox"/> Negotiated Acquisition ( <input type="checkbox"/> Extension)  <input type="checkbox"/> Required/Authorized Source  <input type="checkbox"/> Required Method ( <input type="checkbox"/> Preferred Source)  <input type="checkbox"/> Sole Source  <input type="checkbox"/> Innovative Method *  <input type="checkbox"/> Competitive Sealed Bids  <input type="checkbox"/> Competitive Sealed Proposals *              Is Concept Report required?:<sup>1</sup>    <input type="checkbox"/> No    <input type="checkbox"/> Yes    Approved by MOCS <u>  </u>/<u>  </u>/<u>  </u>; Issued on <u>  </u>/<u>  </u>/<u>  </u>              1. Required for new/substantially changed Client Services program pursuant to Section 3-03(b)(1) of the PPB Rules               Is this an Open-Ended RFP?    <input type="checkbox"/> Yes    <input type="checkbox"/> No       </p>																																																																
<p align="center"><b>LARGE SCALE REVIEW: Contracts &gt; \$10M (Subject to CCPO Approval and Non-Delegable)</b></p> <p> <input type="checkbox"/> N/A: Sole Source OR Required/Authorized Source OR NA Extension  <input checked="" type="checkbox"/> N/A: Contract(s), regardless of value, is/are connected to a capital project that is valued at over \$25 Million  <input type="checkbox"/> N/A: Procurement will not result in any contract valued greater than \$10 Million.   <input type="checkbox"/> CCPO blanket approval (class of procurements): <u>  </u>/<u>  </u>/<u>  </u> (attach copy)  <input type="checkbox"/> CCPO approval on <u>  </u>/<u>  </u>/<u>  </u> for:    <input type="checkbox"/> Single Contract Award valued at greater than \$10 Million  <input type="checkbox"/> Multiple Award Procurement, of which any contract award valued at greater than \$10 Million   <input type="checkbox"/> No. of Awards in this procurement with an estimated value over \$10 Million       </p>																																																																
<p align="center"><b>SOLICITATION METHOD (* PSR Subject to CCPO Approval)</b></p> <p> <input checked="" type="checkbox"/> N/A    <input type="checkbox"/> Bidder List    <input type="checkbox"/> Prequalified List/All Vendors    <input type="checkbox"/> Prequalified List/Selective Solicitation*       </p>																																																																
<p align="center"><b>M/WBE PARTICIPATION</b></p> <p>         Is this contract(s) for construction, standard or professional services?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No          Is this procurement subject to City M/WBE participation requirements?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No       </p>																																																																
<p align="center"><b>LL86, 118, 119, 120, &amp;/or 121 Standards (Green Buildings &amp;/or Environmentally Preferable Purchasing)</b></p> <p> <input type="checkbox"/> Y    <input type="checkbox"/> N    <input checked="" type="checkbox"/> NA (procurement is not for EPP Goods, Construction, and/or Construction Related Services)       </p>																																																																
<p> <b>Agency Code:</b> 056    <b>ESTIMATED AMOUNT:</b> \$95,010,000    <input checked="" type="checkbox"/> Single Award    <input type="checkbox"/> Multiple Awards (# 0)  <b>Unit of Appropriation:</b> TBD    <b>Budget Code(s):</b> TBD    <b>Object Code(s):</b> 460, TBD       </p>																																																																
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(Provide the requisite information for Contract Term or Contract Duration or Time Required for Delivery, as applicable.)

☒ CONTRACT TERM      ☐ CONTRACT DURATION

CONTRACT TERM    From 10/1/2019 To 9/30/2024

CONTRACT DURATION

RENEWAL OPTION(S) DURATION

RENEWAL OPTION(S) TERM    From 10/1/24 To 9/30/26  
From   /  /   To   /  /  

EXPECTED CONTRACT START DATE   /  /  

☐ Does the term of the Negotiated Acquisition Extension exceed 12 months?

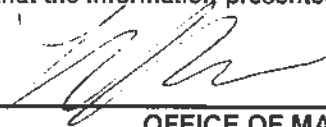
☐ TIME REQUIRED FOR DELIVERY

AGENCY CHIEF CONTRACTING OFFICER

☐ Categorical PSR (In effect   /  /   through   /  /  )

This is to certify that the information presented in the attached Pre-Solicitation Review Report is accurate.

Signature



Date: 2/6/19

OFFICE OF MANAGEMENT AND BUDGET

This is to certify that funds are available for the subject procurement.

Signature

Date   /  /  

Optional Signature

Date   /  /  

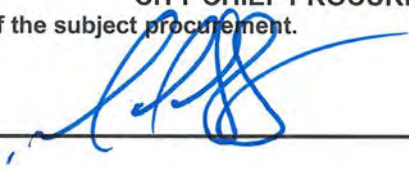
Optional Signature

Date   /  /  

CITY CHIEF PROCUREMENT OFFICER

This is to certify that I approve of the subject procurement.

Signature



Date: 2/8/19

## PRE-SOLICITATION REVIEW REPORT (Negotiated Acquisition)

### A. **NEED FOR PROCUREMENT AND DESCRIPTION OF SERVICES**

**Instructions:** Describe need for procurement in light of agency's programmatic responsibilities. (Describe life cycle costing, value analysis or other technique used, if any.) For investigative/confidential services, explain official matter necessitating services; describe how proposed services relate to pending/contemplated case, trial, litigation or confidential/sensitive investigation/negotiation. Also, describe the exact services to be procured. Attach additional sheets as necessary.

A contract for the development and installation of an ARGUS CCTV Camera system was registered 10/1/10. The contract was for 5 years, one 3-year renewal, and 1-year ACCO extension (currently pending). Thus, the contract term terminates on 9/30/2019. The ARGUS CCTV Camera system is an in-depth plan designed to improve the protection of NYC. The ARGUS system will provide steady and sustained coverage in high crime areas to prevent, deter, and respond to criminal activity. This procurement will also include camera security systems at NYPD facilities.

ITB is seeking a new 5 year contract that will continue the purchasing, installation, monitoring, and maintenance of the ARGUS HD Camera systems. The new contract will pick up where the old contract ends. To Wit:

- CCTV camera HD system – new purchases
- Continuation of maintenance for the CCTV HD systems is required
- Continuation of maintenance for NYPD Facilities Security system
- Continued maintenance of [REDACTED] CCTV cameras
- Replacement parts not covered under normal maintenance is required. These parts are needed due to acts of God, vandalism, accidents, etc. These occurrences happen often enough that funding needs to be allotted for this purpose on an as-required basis.
- There are 100 CCTV HD Camera systems reaching end of life between 10/2019, and 9/2024. These units will need to be upgraded once they reach end of life.
- NYPD often requires the vendor to move Boxes/Cameras based on citywide traffic and construction schedules. Funding needs to be allotted for this purpose on an as-required basis.

### **APPROPRIATE CONTRACT VALUE ☒ N/A (Contract ≤ \$10M, Capital Project >\$25M, NA Extension)**

**Instructions:** Check all applicable box(es) and explain as noted. Attach additional sheets as necessary.

- ☐ Single, indivisible product/service/construction project: [Identify]
- ☐ Services/construction to occur at multiple sites, but use of separate or smaller contracts would not enhance competition among M/WBEs or other potential bidders/proposers, and/or is not practical/advantageous in light of cost and other factors. [Explain]
- ☐ Requirement contract for goods/services, but use of separate or smaller contracts would not enhance competition among M/WBEs or other potential bidders/proposers, and/or is not be practical/advantageous in light of cost and other factors. [Explain]
- ☐ Purchasing multiple types of goods/services from single vendor, but use of separate or smaller contracts would not enhance competition among M/WBEs or other potential bidders/proposers, and/or is not be practical/advantageous in light of cost and other factors. [Explain]

- ☐ Contract reflects unique/unusual goods, services or construction, and use of separate or smaller contracts would not enhance competition among M/WBEs or other potential bidders/proposers, and/or is not practical/advantageous in light of cost and other factors. [Explain]
- ☐ Provision of human client services or where entire competition anticipated to consist of not-for-profit organizations. [Explain]
- ☐ Procurement is subject to previously granted CCPO approval for class of procurements [Attach]
- ☐ Other basis for determination. [Explain]

**B. CONTRACTING OUT FOR TECHNICAL/CONSULTING/PERSONAL SERVICES**

**Instructions:** Check all applicable box(es) below.

☐ N/A (Contract ≤ \$200,000 and/or not for such services)

**1. Basis for contracting out:**

- ☐ Develop/maintain/strengthen relationship between non-profits/charities & communities served
- ☒ Obtain cost effective services
- ☐ Obtain special expertise
- ☒ Obtain personnel or expertise not available in the agency
- ☐ Provide services not needed on a long-term basis
- ☐ Accomplish work within a limited amount of time
- ☐ Avoid a conflict of interest

**2. Displacement of City employees:**

- ☒ The ACCO certifies that the contract will not result in displacement of City employees within this Agency, pursuant to Charter § 312(a).
- ☐ The ACCO has determined that the contract will result in displacement of City employees within this Agency, and has completed required pre-solicitation cost benefit analysis, and certifies that Agency will comply with requirements of § 312(a), and if applicable, § 11 of Municipal Coalition Agreement.

OMB approval: \_\_/\_\_/\_\_ [insert date]

OLR approval: \_\_/\_\_/\_\_ [insert date]



**C. FISCAL OFFICER CERTIFICATION**

- ☐ Agency Fiscal Officer has certified that sufficient funds (i.e., total estimated contract amount shown on PSR cover sheet) are available/anticipated as available at time of execution of resultant contract(s).  
[Attach copy of letter]

Capital and Expense Cost Forms attached.

**D. SOURCE SELECTION METHOD/PUBLIC NOTICE**

**Instructions:** Check all applicable box(es) below. Attach additional explanatory sheet(s) as necessary.

**1. Level of Competition:** It is anticipated that the competition level will be:

- ☐ High  
☒ Moderate  
☐ Low [Explain if "low" checked]

**2. Public Notice:**

- ☐ Advance public notice of the agency's intent to enter into negotiations will be published in the City Record for five (5) consecutive days.
- ☐ The ACCO has determined that suppliers will be solicited solely from PQL and/or that time constraints beyond the agency's control make advance notice of intent to enter into negotiations impractical, because:
- ☒ The ACCO certifies that the Corporation Counsel has made a determination, a copy of which is included in the contract file, that public notice may disclose litigation strategy or otherwise impair the conduct of litigation by the City. [SPEX PROJECT]

**3. Identification/Negotiations with Qualified Vendors:**

- ☐ (a). The Agency will negotiate with all qualified suppliers that express interest.
- ☐ (b). The ACCO has determined that it is in the City's best interest to negotiate with the existing contractor(s) only, because:
- ☐ (c). The ACCO has determined that it is in the City's best interest to negotiate with a single vendor, because:
- ☒ (d). The ACCO has determined that it is in the City's best interest to negotiate with 4 [insert number] vendors, because:

There is a limited number of vendors who can propose on a project this scale and that are willing to execute NYPD's non-disclosure agreements.

If either (b) or (c) is selected above, please complete item(s) below:

- ☐ The ACCO certifies that the basis for every determination that a vendor is not qualified to participate in negotiations, and/or every determination to continue or suspend negotiations will be memorialized in writing.

**E. SPECIAL CASE DETERMINATION**

**Instructions:** Check all applicable box(es) below.

The Agency has determined that it is in the best interest of the City to utilize the negotiated acquisition method of source selection, for which a special case determination(s) is/are required, because:

- ☒ Pursuant to § 3-04(b)(2) of the PPB Rules, the ACCO has determined that it is not practicable or advantageous to the City to use Competitive Sealed Bidding for the reason(s) indicated below:
- ☒ There is a time sensitive situation where a supplier must be retained quickly, because:
  - ☐ Agency response to court order, stipulation or consent decree.
  - ☐ Funds available from a source outside the City will be lost to the City.
  - ☐ Existing supplier terminated contract.
  - ☐ Existing supplier defaulted.
  - ☐ Existing supplier has withdrawn.
  - ☐ Existing supplier repudiated contract.
  - ☐ Existing supplier otherwise unavailable.
  - ☐ Agency has decided not to ☐ renew or ☐ extend an existing contract in best interest of City, and Agency requires substitute/successor.
- ☒ Compelling need for goods, services, construction and/or construction-related services exists & cannot be timely met via competitive sealed bidding or competitive sealed proposals.
- ☒ There is a limited number of suppliers available and able to perform the work.
- ☐ Compelling need exists to extend contract one or more times beyond the permissible cumulative 12-mo. limit, and the ACCO has determined that the proposed term of the extension is the minimum time necessary to meet the need, and the ACCO certifies that the supplier's performance is satisfactory or that any deficiencies have been or are effectively addressed through a corrective action plan.
- ☐ Agency needs legal/consulting services for current/anticipated litigation. [Law Dept. letter attached]
- ☒ Agency needs investigative/confidential services [SPEX Project]
- ☐ Compelling reasons exist to use same supplier for construction-related services on successive phase(s) of ongoing complex construction project, for which it was not practicable to define full scope of work at project's beginning, and the ACCO certifies that original solicitation included notice that selected supplier may be the only supplier eligible for later phases, and selected supplier's performance is satisfactory.
- ☐ Agency needs changed/additional work on ongoing construction project and wishes to retain new supplier because it is not practicable/advantageous to award by change order/modification to original contract.
- ☐ During ongoing construction project, agency has found a compelling necessity to procure performance of additional work (constituting material change of scope), and advantages of negotiating with existing supplier or a limited number of others clearly outweigh the disadvantages of a lack of competition.

*Explain in detail each determination selected above; attach additional sheets as necessary.*

- ☐ Prequalified list - Pursuant to PPB Rule § 3-10(b), the ACCO has determined that the need for advance screening of qualifications outweighs the benefits of broader competition because:

- ☐ It is essential that only highly competent and experienced suppliers be invited to bid.
- ☐ High volume and/or repetitive procurements necessitate reduction of paperwork and delays in the award of contracts.
- ☐ The time between the occurrence of the need and the award of the contract must be reduced to avert or respond to an emergency.
- ☐ Other

*Explain in detail the basis for the reason selected above; attach additional sheets as necessary.*

- ☐ The ACCO certifies that the applicable PQL(s) is/are accurate, complete and current and was/were last advertised in the City Record on \_\_/\_\_/\_\_.
- ☐ The agency will selectively solicit from the applicable PQL(s), and the ACCO has determined that time is of the essence and the administrative costs of soliciting a minimum number of offers outweighs the benefits of additional competition, because:

- ☐ 0 [insert number] vendors will be selected:
  - ☐ Randomly
  - ☐ Rotationally (construction/construction-related services only)
  - ☐ Based on best qualified (construction/construction-related services only)

- ☐ Pursuant to PPB Rule § 3-01(d)(3) and (4), the ACCO has determined that competitive sealed bidding and competitive sealed proposals are not practicable or advantageous, and that negotiated acquisition is the most competitive alternate method of source selection from those listed in § 3-01(d)(1) which is both appropriate under the circumstances and practicable and advantageous to the City, because:
- ☐ Proposed contract extends earlier contract for minimum time necessary to meet need.
- ☒ Negotiated acquisition is a more competitive method than sole source.
- ☐ Negotiated acquisition (by PQL) is still a more competitive method than sole source.
- ☐ Other [Provide details]

**F. CONSIDERATION OF PRICE**

**Instructions:** *Explain in detail how price will be considered. Attach additional sheet(s) as necessary.*

All submitted price proposals will be evaluated against one another to ensure pricing is competitive and fair and reasonable.

G. **CONTRACT TERM** ☒ **N/A** (not a multi-term human services contract/demo. project)

**Instructions:** Check all applicable box(es) below. Attach additional explanatory sheet(s) as necessary.

☐ The contract will be a multi-term human services contract.

☐ The ACCO has determined that the needs of the population will continue beyond one year and that a multi-term contract will serve the best interests of the City by encouraging effective competition/promoting economies, pursuant to PPB Rule 2-04(d)(2), because:

☐ The ACCO has determined, pursuant to PPB Rule § 2-04(e) that the contract(s) awarded from this procurement will fall within the parameters of:

☐ Six year contract term  
☐ Nine year contract term

☐ The ACCO has determined that although the contract(s) awarded from this procurement require a contract term beyond nine years. Pursuant to 2-04 (e)(3), this is an extraordinary case and there are compelling circumstances warranting an award for a total term in excess of 9 years, because:

H. **M/WBE CONSIDERATIONS**

**Instructions:** For a solicitation that is subject to the City M/WBE participation requirements, please complete the questions below.

1. For all construction, standard and/or professional services contracts, are M/WBE participation goals included in the solicitation documents?

☐ Yes Complete the M/WBE participation goals in the Schedule B:

Describe the analysis the agency utilized to determine the M/WBE participation goal (Attach more pages if necessary):

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☐ No, because procurement is exempt from M/WBE participation requirements per §6-129(q) of the New York City Administrative Code because it is (choose one):

☐ Subject to federal or state funding requirements which preclude the city from imposing the requirements of §6-129 of the New York City Administrative Code.

☐ Subject to Federal or State law participation requirements for MBEs, WBEs, Disadvantaged Business Enterprise and/or EBEs.

☐ If so, specify which program: \_\_\_\_\_  
Specify applicable goal: DBE \_\_\_\_\_% MBE \_\_\_\_\_% WBE \_\_\_\_\_% EBE \_\_\_\_\_%

☐ No, because there is no anticipated subcontracting in this procurement and there is no history of joint ventures on similar contract awards.

☐ No, because after analyzing the scope of work and consulting with the Department of Small Business Services (SBS), it was determined that there were no available certified M/WBE firms to perform any of the work on this contract. *[Such analysis and consultation with SBS must be documented; please attach analysis.]*

☐ No, because this procurement will not be competitively awarded.

☒ No, because the underlying contract was not subject to M/WBE participation goals.

☐ No, because this is a Master Service Agreement and goals will be established on each subsequent task order that will be separately registered.

☐ No, because the agency has met its annual M/WBE participation goals for the prime contract industry category.

I. **ENVIRONMENTAL CONSIDERATIONS** ☐ N/A (procurement is not for EPP Goods, Construction, and/or Construction-Related Services)

**Instructions:** Determine if this procurement is for EPP Goods listed in the "EPP Minimum Standards for Goods" book. If it is an EPP Good, answer the questions in the EPP Compliance section below. If this procurement is for Construction and/or Construction-Related Services, please answer all the applicable questions below. Attach additional explanatory sheet(s) as necessary.

**LL86(GreenBuildings)Compliance**

<input type="checkbox"/> Yes <input type="checkbox"/> No	1) Are <b>ALL</b> of the following true? <input type="checkbox"/> This solicitation is for design and/or construction for either: (i) a <b>City agency</b> ; or (ii) <b>an entity that is not a City</b> agency receiving 50% or more OR \$10 million or more of the estimated project cost from the City; <input type="checkbox"/> Project is funded in the <b>City capital budget</b> ; and <input type="checkbox"/> Project is for construction in <b>occupancy groups</b> B-1, B-2, C, E, F-1a, F1-b, F-3, F-4, G, H-1 or H-2.
<input type="checkbox"/> Yes <input type="checkbox"/> No	2) Are <b>ANY</b> of the following true? <input type="checkbox"/> The project is either a <b>new building</b> , an <b>addition</b> to an existing building or a <b>substantial reconstruction</b> of an existing building AND has an estimated construction cost of <b>\$2 million</b> or more; <input type="checkbox"/> The project includes the installation or replacement of: <b>lighting systems</b> at a construction cost of \$1 million or more; <b>boilers</b> at a construction cost of \$2 million or more; AND/OR <b>HVAC comfort controls</b> at a construction cost of \$2 million or more; <b>AND/OR</b>

	<input type="checkbox"/> The project includes the installation or replacement of <b>plumbing systems</b> at a construction cost of \$500,000 or more, where the work also includes the installation or replacement of <b>plumbing fixtures</b> .
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

If the answer is NO to either question, LL 86 does not apply to this solicitation. Skip down to the EPP section of this form.

If the answer is YES to both questions 1 and 2, will this solicitation comply with LL86?

Yes ☐

(Explain in detail how the solicitation will address LL86, the services required and the relevant evaluation criteria; attach additional sheets as necessary.)

No ☐

Please state the reason this project will not comply with LL86:

☐ Exemption (date granted \_\_/\_\_/\_\_)  
☐ Other (please describe)

#### **Environmentally Preferable Purchasing (EPP) Compliance**

☐ N/A Project does not include any product listed in the "EPP Minimum Standards for Construction Products"

<input type="checkbox"/> Yes  <input type="checkbox"/> No	For Construction and/or Construction-Related Services, are <b>ANY</b> of the following true? <input type="checkbox"/> The project is subject to the <b>LEED requirements</b> of LL 86 (Green Buildings – above); <input type="checkbox"/> The project does not require a DOB permit and is only to correct deterioration or damage ( <b>minor repairs</b> only); <u>OR</u> <input type="checkbox"/> The project is for work on <b>less than 15,000 square feet</b> .
-----------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

If the answer is YES, the EPP laws do not apply to this solicitation. Stop completing this form.

If the answer is NO, or if this procurement is for EPP Goods, indicate if any of the following EPP exemptions or waivers apply to part or all of the project? (If "N/A", please describe)

☐ Project is subject to the lighting, boilers, HVAC comfort controls and/or plumbing provisions of LL 86  
☐ Leased space\*                      ☐ Procurement Method                      ☐ Competition/LRB\*  
☐ Other Government Mission\*                      ☐ Discretionary\*

If no EPP exemption or waiver applies to the entire project, please explain in detail how the solicitation will address the EPP laws, the services required and the relevant evaluation criteria; attach additional sheets as necessary.

**CONFIDENTIAL PSR CONTRACT EXPENSE COST FORM**

FOR: Confidential ARGUS CCTV System

PIN 05619SPEX137

**FOR OTHER THAN CAPITAL FUND CONTRACTS:**

- ✓ Estimated Cost of Entering Into the Proposed Contract: \$67,335,000.00
- ✓ Budget Code: TBD Object Code(s): TBD Unit of Appropriation: TBD
- ✓ Contract Budget Category: \_\_\_\_\_

**FOR CAPITAL FUND CONTRACTS:**

- ✓ Estimated Cost of Entering Into the Proposed Contract: \$ \_\_\_\_\_
- ✓ Budget Code: \_\_\_\_\_ Object Code: \_\_\_\_\_ Unit of Appropriation: \_\_\_\_\_
- ✓ CAPIS PROJECT ID: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ CP # \_\_\_\_\_

Is this a split-funded project? ( X ) Yes, ( ) No. If yes, submit two forms. One for "Other than Capital" and one for Capital.

**ANNUAL DISTRIBUTION OF COSTS (AMOUNTS IN 000's)**

SOURCE	YR.1	YR.2	YR.3	YR.4	YR.5	YR.6	YR.7	YR.8	TOTAL
CITY	\$7,564	\$11,476	\$13,064	\$14,653	\$16,242	\$4,336	\$0	\$0	\$67,335
STATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<hr/>									
TOTAL	\$7,564	\$11,476	\$13,064	\$14,653	\$16,242	\$4,336	\$0	\$0	\$67,335
FY	20	21	22	23	24	25	26	27	

**Deputy Commissioner, Management and Budget Approval**

( ) I certify that sufficient funds are available, as follows:

( ) Expense Budget Funds are available for the current fiscal year. Annual appropriations are anticipated to be available.

( ) Capital Funds are available and a CP has been issued for the entire project.

( X ) Funds are not currently available. However, the Department has requested funds from OMB in the FY20 Preliminary Financial Plan.

( ) Other \_\_\_\_\_

Based on the above I recommend that the contract process proceed.

APPROVAL SIGNATURE: DATE: 1/10/19

**CONFIDENTIAL PSR CONTRACT CAPITAL COST FORM**FOR: Confidential ARGUS CCTV System  
PIN 05619SPEX137**FOR OTHER THAN CAPITAL FUND CONTRACTS:**

- ✓ Estimated Cost of Entering Into the Proposed Contract:  
✓ Budget Code: \_\_\_\_\_ Object Code(s): \_\_\_\_\_ Unit of Appropriation: \_\_\_\_\_  
✓ Contract Budget Category: \_\_\_\_\_

**FOR CAPITAL FUND CONTRACTS:**

- ✓ Estimated Cost of Entering Into the Proposed Contract: \$ 27,675,000.00  
✓ Budget Code: TBD Object Code: TBD Unit of Appropriation: TBD  
✓ CAPIS PROJECT ID: TBD CP # TBD

Is this a split-funded project? (X) Yes, ( ) No. If yes, submit two forms. One for "Other than Capital" and one for Capital.

**ANNUAL DISTRIBUTION OF COSTS (AMOUNTS IN 000's)**

SOURCE	YR.1	YR.2	YR.3	YR.4	YR.5	YR.6	YR.7	YR.8	TOTAL
CITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL	\$4,151	\$5,535	\$5,535	\$5,535	\$5,535	\$1,384	\$0	\$0	\$27,675
<b>TOTAL</b>	<b>\$4,151</b>	<b>\$5,535</b>	<b>\$5,535</b>	<b>\$5,535</b>	<b>\$5,535</b>	<b>\$1,384</b>	<b>\$0</b>	<b>\$0</b>	<b>\$27,675</b>
FY	20	21	22	23	24	25	26	27	

**Deputy Commissioner, Management and Budget Approval**

- ( ) I certify that sufficient funds are available, as follows:  
( ) Expense Budget Funds are available for the current fiscal year. Annual appropriations are anticipated to be available.  
( ) Capital Funds are available and a CP has been issued for the entire project.

(X) Funds are currently not available. Anticipated funding amounts are based on a 3-year average of funding previously received from the City Council & Borough Presidents.

( ) Other \_\_\_\_\_

Based on the above I recommend that the contract process proceed.

APPROVAL SIGNATURE: DATE: 1/13/2019



# RECOMMENDATION FOR AWARD COVER SHEET

(Attach, in the following order, RFA Narrative and "Recommendation for Award Responsibility Determination Form")

<b>AGENCY:</b> NYPD	<b>RECOMMENDED CONTRACTOR</b> <input type="checkbox"/> Incumbent  <b>Name:</b> SECUREWATCH24, LLC <b>Address:</b> One Penn Plaza, Suite 4000 New York, NY 10119 <b>Telephone #</b> [REDACTED] <b>EIN:</b> 20-0914683	<b>PIN:</b> 05619SPEX137  <b>Award Agency ID:</b> 056
<b>Contract Description/Program Title:</b> ARGUS CCTV Cameras and Facility Security Camera Systems		
<b>HUMAN/CLIENT SERVICES ONLY: Service Location(s)</b> <input type="checkbox"/> Citywide <input type="checkbox"/> Bronx ( <input type="checkbox"/> Borowide <input type="checkbox"/> CD(s) ) <input type="checkbox"/> Manhattan ( <input type="checkbox"/> Borowide <input type="checkbox"/> CD(s) ) <input type="checkbox"/> Brooklyn ( <input type="checkbox"/> Borowide <input type="checkbox"/> CD(s) ) <input type="checkbox"/> Queens ( <input type="checkbox"/> Borowide <input type="checkbox"/> CD(s) ) <input type="checkbox"/> Staten Island ( <input type="checkbox"/> Borowide <input type="checkbox"/> CD(s) )		
<b>SOURCE SELECTION METHOD</b> <input type="checkbox"/> City Council/Borough President Line Item <input type="checkbox"/> Demonstration Project <input checked="" type="checkbox"/> Negotiated Acquisition ( <input type="checkbox"/> Extension) <input type="checkbox"/> Appropriation/Discretionary Fund Award <input type="checkbox"/> Sole Source <input type="checkbox"/> Required/Authorized Source <input type="checkbox"/> Competitive Sealed Bidding <input type="checkbox"/> Innovative Method <input type="checkbox"/> Required Method ( <input type="checkbox"/> Preferred Source) <input type="checkbox"/> Competitive Sealed Proposals		
<b>SOLICITATION METHOD</b> <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Bidder List <input type="checkbox"/> Prequalified List/All Vendors <input type="checkbox"/> Prequalified List/Selective Solicitation		
<b>PREVAILING AND LIVING WAGE DUE DILIGENCE (E.O. 102)</b> <input checked="" type="checkbox"/> Due diligence not required (not subject to prevailing or living wages, or the difference between lowest bids <input type="checkbox"/> the greater of 10% or \$300K (prevailing wage), or 10% or \$100K (living wage); see narrative). <input type="checkbox"/> Approval of agency due diligence required. CCPO: Date: <u>  /  /  </u>		
<b>AWARD CATEGORIES (COMPETITIVE SEALED BID only – check all that apply, obtain CCPO approval below if applicable)</b> <input type="checkbox"/> Award subject to CCPO pre-bid review (Date: <u>  /  /  </u> ) <input type="checkbox"/> CCPO approval of award required – because: <input type="checkbox"/> Award Subject to PLA <input type="checkbox"/> Award > \$3M <input type="checkbox"/> 1 or more bidders non-responsive <input type="checkbox"/> 1 or more bidders non-responsive		
<b>M/WBE PARTICIPATION</b> Is this procurement subject to City M/WBE participation requirements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>LL86, 118, 119, 120, &amp;/or 121 Standards (Green Buildings &amp;/or Environmentally Preferable Purchasing)</b> <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NA (SPEX Project)		
<b>[Instructions: Provide the requisite information for Contract Term <u>or</u> Contract Duration, as applicable]</b> <input checked="" type="checkbox"/> Contract Term <input type="checkbox"/> Contract Duration  <b>Contract Term</b> From: 10/1/2019 To: 9/30/2024 <b>Contract Duration</b> <b>Renewal Option Term</b> From: 10/1/2024 To: 9/30/2026 <b>Renewal Option(s)</b>		
<input type="checkbox"/> Does the term of the Negotiated Acquisition Extension exceed 12 months?		

<b>Final Contract Amount</b> \$44,289,591.03 <b>Estimated Amount in PSR</b> \$95,010,000.00 <input type="checkbox"/> N/A (BP/CC) ( <input type="checkbox"/> Multiple Awards # ) <b>Final Procurement Amount</b> \$44,289,591.03 <b>Difference</b> \$50,720,408.97 <b>(-53%)</b>	<b>Procurement Value</b>  <b>Contract Value</b>	<b>Funding Source</b> Expense: City TBD%; State 12%; Federal 28%; Capital: 60%; Other : TBD%
<b>Law Department Approved Contract on 1/6/2020</b> <input type="checkbox"/> <b>Law Standard Class Approval applies</b>		
<b>Recommended Contractor Complies with the Living Wage Law</b> <input type="checkbox"/> NA <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Recommended Contractor Complies with the MacBride Principles Law</b> <input type="checkbox"/> NA <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>AGENCY CHIEF CONTRACTING OFFICER</b>		
This is to certify that the information presented herein is accurate and that I approve of the award to the subject contract.		
Signature		Date: 1/24/2020
<b>OFFICE OF MANAGEMENT AND BUDGET</b>		
This is to certify that funds are available for the award of the subject contract.		
Signature	Date __/__/__	
Optional Signature	Date __/__/__	
Optional Signature	Date __/__/__	
<b>CERTIFICATE OF PROCEDURAL REQUISITES</b>		
This is to certify that the agency has complied with the prescribed procedural requisites for award of the subject contract.		
This is to certify that I have reviewed and approved the subject competitive bid contract award		
<input type="checkbox"/> ACCO <input type="checkbox"/> CCPO		
Signature:		Date: 1/27/20
<b>CERTIFICATE OF MAYORAL APPROVAL</b>		
This is to certify that I approve of the award to the subject contract.		
Signature		Date 2/5/20

**RECOMMENDATION FOR AWARD CHECKLIST & NARRATIVE:**  
**NEGOTIATED ACQUISITION**

**A. SOLICITATION**

**Instructions:** Check applicable box(es) below & attach an explanation of any aspect of the solicitation method that differed from that which was approved by the CCPO in the PSR, if applicable.

1. Notices of Intent to Enter into Negotiations were sent to:

- ☐ (a) all vendors on appropriate Citywide Bidder List on \_\_/\_\_/\_\_.
  - ☐ (b) all vendors on appropriate agency PQL on \_\_/\_\_/\_\_.
  - ☐ (c) the current contractor(s) only as per the PSR approved by the CCPO.
  - ☐ (d) Other
  - ☒ (e) 5 [insert number] identified vendors only as per the PSR approved by the CCPO.
  - ☐ (f) 0 of the 0 [insert numbers] vendors on appropriate agency PQL on \_\_/\_\_/\_\_.
    - ☐ Subject PQL was last publicly advertised in the City Record on \_\_/\_\_/\_\_.
- If recommended contractor's name is not exactly as it appears on PQL, explain:

**If (d) is selected then:**  
Other Describe:

2. Publication:

- ☐ (a) N/A
- ☐ (b) Notice of Intent to Enter into Negotiations soliciting expressions of interest for the subject procurement and future like procurements was published in the City Record
- ☐ (c) Notice of Intent to Enter into Negotiations soliciting expressions of interest for future like procurements was published in the City Record on, and/or from to record for informational purposes only, as previously approved by the CCPO in the PSR.
- ☒ (d) The subject procurement was exempt from publication of a Notice of Intent to Enter into Negotiations as per the PSR approved by the CCPO [SPEX Project]

**If (a) is selected then:**  
N/A [PQL used]

**If (b) is selected then:**  
Notice of Intent to Enter into Negotiations soliciting expressions of interest for the subject procurement and future like procurements was published in the City Record on \_\_/\_\_/\_\_ and/or from \_\_/\_\_/\_\_ to \_\_/\_\_/\_\_

**If (c) is selected then:**  
Notice of Intent to Enter into Negotiations soliciting expressions of interest for future like procurements was published in the City Record on \_\_/\_\_/\_\_ and/or from \_\_/\_\_/\_\_ to \_\_/\_\_/\_\_ record for informational purposes only, as previously approved by the CCPO in the PSR.

3. 4 [insert number] vendors requested an application. ☐ N/A

4. The Agency issued 4 [insert number] addenda to the solicitation.

**B. RECEIPT OF EXPRESSIONS OF INTEREST/APPLICATIONS**        N/A

**Instructions:** Check all applicable box(es) below. Attach additional explanatory sheet(s) as necessary.

1.   3   [insert number] expressions of interest/applications were received by the due date (4/19/19) and time prescribed in the solicitation.

       The procurement was comprised of more than one competition pool. Explain:

       One or more offerors submitting expressions of interest/applications were determined not to be technically qualified to enter into negotiations, because:

2. Responsiveness determinations:

  X     0   [insert number] offerors were determined to be non-responsive.

       No non-responsive offeror(s) appealed that finding.

         0   [insert number] offerors appealed the finding of non-responsiveness, with following outcome(s):  
       upheld        reversed        pending (       award stayed)

**C. EVALUATION/SELECTION BASIS FOR AWARD**

**Instructions:** Check all applicable box(es) below. Attach additional explanatory sheet(s) as necessary.

  X     1   [insert number] contract(s) is/are being awarded through the subject procurement/competition.

       The agency solicited multiple vendors and negotiated with all of the qualified vendors that expressed interest.

       The agency negotiated with only the current contractor(s) and/or only a single solicited vendor, and/or with only a limited number of the qualified vendors that expressed interest, and the ACCO has determined that the recommended contractor(s) is/are appropriately qualified and that an award is in the best interest of the City, because:

**Instructions:** Check applicable box(es) on next page; attach a Summary Rating sheet listing/describing, as applicable (summarize multiple competition pools separately): list of offerors with which negotiations were initiated; basis for any decisions to discontinue negotiations with one or more offerors; evaluation criteria and/or scoring system used in evaluating offerors; for each offeror, as applicable, initial/final overall score, proposed service level, proposed overall price (or fee/rate), proposed price by relevant measure(s); specific basis for any decision to award consulting contract to highest rated proposer

- ☐ (a) Recommended contractor is best qualified or highest rated offeror and offered lowest price (overall or for subject competition).
- ☐ (b) Recommended contractor is best qualified or highest rated offeror and offered lowest price per \_\_\_\_\_ (overall or for subject competition).
- ☐ (c) Recommended contractor is best qualified or highest rated offeror and offered lowest price of all other technically qualified offerors (overall or for subject competition).
- ☐ (d) Recommended contractor is best qualified or highest rated offeror and offered lowest price per Technical Point of all other technically qualified offerors (overall or for subject competition).
- ☐ (e) Award is for consultant contract, for which recommended contractor is best qualified or highest rated offeror and offered a higher price than one or more other technically qualified offeror(s) (overall or for subject competition), and:
- ☒ (f) Other

**If (b) is selected then:**

Recommended contractor is best qualified or highest rated offeror and offered lowest price per \_\_\_\_\_ (overall or for subject competition).

**If (d) is selected then:**

Recommended contractor is best qualified or highest rated offeror and offered lowest price per \_\_\_\_\_ of all other technically qualified offerors (overall or for subject competition).

**If (e) is selected then:**

- ☐ Difference in fees is likely to be recouped by the City in reduced costs over life of project because of recommended contractor's superior technical skills.
- ☐ Difference in fees is likely to be recouped by the City as recommended contractor is more likely than lower priced technically qualified offeror(s) to finish by completion date.
- ☐ Difference in fees is likely to be recouped because the City has determined that it is of key importance for contractor to manage several projects simultaneously, and recommended contractor is likely to do so with lower overall costs in City personnel time and consultant costs than would occur with lower priced technically qualified offeror(s).
- ☐ It is in the best interests of the City for the public to have use of applicable facility as soon as possible and recommended contractor is more likely than other priced technically qualified offeror(s) to finish by completion date.
- ☐ It is in the best interests of the City because recommended contractor has demonstrated higher level of relevant expertise and experience than other lower priced offerors, which make it likely that it will attain the project objectives.
- ☐ Other Describe: \_\_\_\_\_

**If (f) is selected then:**

Other Describe \_\_\_\_\_

The Department has determined to recommend the proposed contractor for award because this vendor

presented the most advantageous combination of technical merit and price, and has been determined to be a responsible vendor of the required services. Memorandum of procurement process and results is attached to this RFA Narrative.

**D. CONSIDERATION OF PRICE**

The ACCO has determined that the offered price(s) is/are fair and reasonable, because:

The Department compared the prices offered by the proposed contractor (SW24) to the prices offered by the competing contractor (Total Recall). Overall, the five-year contract pricing offered by SW24 (\$44M) was \$71M lower than the pricing offered by Total Recall (\$115M). The majority of this reduced pricing falls under the system maintenance category. The maintenance pricing proposed by SW24 was \$15.3M over five years, compared to Total Recall's \$67M offer. Additionally, subsequent to receiving BAFOs from both vendors, the Department received line item pricing supporting SW24's pricing and compared it to OGS and other available comparables. All pricing was found to be in line or lower than OGS and/or historical spending for similar items. In particular, the maintenance under the new contract will be substantially less than the prior contract. Therefore, the Department has determined that the prices being offered by the proposed contractor are fair and reasonable.

**E. PUBLIC HEARING**

A contract Public Hearing was conducted:    YES   X   NO

**Instructions:** Check all applicable box(es) below.

1. (a) The hearing was conducted on   /  /    
(b)    No oral and/or written testimony was presented/submitted.  
   Oral and/or written testimony was presented/submitted, and the ACCO certifies that the agency considered the testimony.
2.    The ACCO has determined that the proposed contract, the value of which does not exceed \$10 million, was exempt from a public hearing because it contains substantially the same specifications, pricing and legal terms and is for substantially the same length of time as a contract currently held by the City with the proposed vendor.  
   The ACCO has determined not to conduct a public hearing in regard to the proposed contract, the value of which does not exceed \$1 million, because the public hearing notice included the requisite provision and no individual submitted a written request to speak within the prescribed time, and the ACCO certifies that the agency did/will publish a notice in the City Record canceling such hearing.  
  X   The Corporation Counsel has determined that the proposed contract was exempt from a public hearing because a public hearing may disclose litigation strategy or otherwise impair the conduct of litigation by the City, and the ACCO certifies that a copy of such determination is included in the agency's contract file. [SPEX PROJECT]

**F. M/WBE PARTICIPATION**

☒ N/A (There are no M/WBE participation goals established on this contract)

1. Recommended Contractor Information

- ☐ Recommended Contractor affirmed to comply with the M/WBE participation goals established by the agency.
- ☐ Recommended Contractor is exempt from M/WBE participation requirements because it is a not for profit organization.
- ☐ Recommended Contractor obtained a full waiver of the M/WBE participation goals and is not required to comply with the M/WBE participation goals established by the agency.
- ☐ Recommended Contractor obtained a partial waiver of the M/WBE participation goal established by the agency and is required to comply with a different participation goal than that established by the agency.

The revised M/WBE participation goal is: \_\_\_\_\_% (Enter the total percentage amount.)

**G. ENVIRONMENTAL CONSIDERATIONS**

*Instructions: If this procurement is for EPP Goods, Construction and/or Construction-Related Services, please check the applicable box below. Attach additional explanatory sheet(s) as necessary.*

☐ N/A (procurement is not for EPP Goods, Construction and/or Construction-Related Services)

☒ The project will comply with LL86 and/or the Environmentally Preferable Purchasing Laws. The recommended vendor has demonstrated the ability to address LL86 and/or the EPP laws as defined in the RFP.

☐ The project will not comply with LL86 and/or the Environmentally Preferable Purchasing Laws for the following reason(s):

PIN 05619SPEX137 ARGUS CCTV and Facility Camera Systems

Evaluation Committee TECHNICAL PROPOSAL and ORAL PRESENTATIONS and BAFO Final Scoring

	PROPOSERS:	SW24	TR	SW24	TR	SW24	TR	SW24	TR	SW24	TR
	RATERS:	CI	CI	JT	JT	RN	RN	BS	BS	DF	DF
Technical Proposal											
1. Experience		7	9	7	9	7	9	7	9	7	9
2. Services Offered		8	9	8	9	8	9	8	8	7	8
3. Ability to Quickly Perform		7	9	7	9	6	8	7	9	7	9
4. Security Protocol		9	9	8	9	7	9	8	9	8	8
TOTALS		<u>31</u>	<u>36</u>	<u>30</u>	<u>36</u>	<u>28</u>	<u>35</u>	<u>30</u>	<u>35</u>	<u>29</u>	<u>34</u>

	AVG. TECH SCORE	PRICE	Price Per Tech Point	FINAL RANK		TECH EVAL
						PCTG of total possible Points (40)
SW24	29.6	\$44,289,591.03	\$ 1,496,269.97	1		74%
TOTAL RECALL	35.2	\$115,248,170.00	\$ 3,274,095.74	2		88%

Notes:





## POLICE DEPARTMENT

Contract Administration Procurement Division  
90 Church Street, RM 1206  
New York, NY 10007  
Ph: [REDACTED]

January 24, 2020

**RE: Memorandum Concerning the NYPD Procurement of ARGUS CCTV and Facility Camera Systems (PIN 05619SPEX137)**

The New York City Police Department ("NYPD" or "Department") issued the subject confidential procurement through the Negotiated Acquisition source selection method, pursuant to §3-04 of the New York City Procurement Policy Board ("PPB") Rules, after a determination was made by the Department's Agency Chief Contracting Officer ("ACCO") that it was not practicable or advantageous to the City to award a contract through competitive sealed bidding or competitive sealed proposals, pursuant to §3-04(b)(2) of the PPB Rules.

On March 1, 2019, the Department issued an "Application for Negotiation" ("Solicitation") for the subject procurement to four (4) potential vendors. A requirement of this Solicitation was that potential vendors sign Non-Disclosure Agreements ("NDA") in advance. The Solicitation required that vendors interested in participating in negotiations with the Department to complete the application requirements and submit their proposals to the NYPD Contract Administration Unit by April 9, 2019 at 2:00PM ("Proposal Due Date"). Subsequent to issuing the Solicitation, the Department issued four (4) addenda. The last of which extended the Proposal Due Date to April 19, 2019 at 12:00PM.

The Department received three (3) timely proposals by the extended April 19<sup>th</sup> Proposal Due Date. All 3 technical proposals were reviewed and scored by the NYPD evaluation committee in line with the evaluation criteria that was established in the Solicitation, resulting in initial technical scores for all vendors. Based on a review of the initial technical scores, the Department determined that both TRC and SecureWatch24 ("SW24") were technically viable. As part of the Department's deliberations and discussions, both TRC and SW24 made oral presentations to the NYPD evaluation committee on May 20, 2019. Each vendor was allotted two hours. After considering these presentations, the NYPD evaluation committee rescored the proposals, completing the technical evaluation on or about May 23, 2019.

The NYPD then proceeded to the pricing phase of the procurement. After a review of the initial pricing, the NYPD sent Best and Final Offer ("BAFO") requests to TRC and SW24 on June 28, 2019. The vendor BAFO response date was subsequently extended from July 10, 2019, to July 24, 2019, and the Department responded to all vendor questions on July 19, 2019. The NYPD reviewed the BAFO responses, determined that the evaluation and BAFO processes were

concluded and proceeded to negotiate with SW24, the highest ranked vendor considering price and technical score.

On August 16, 2019, the Department received a vendor protest that was filed on behalf of TRC. The Department responded to TRC's protest on September 13, 2019, determined that the procurement would not be stayed and proceeded with final negotiations with SW24.

After making a determination of vendor responsibility and concluding contract negotiations, the Department is awarding the subject contract to SW24 in the amount of \$44,289,591.03 commencing on October 1, 2019 and terminating on September 30, 2024 with one (1) two-year renewal option.



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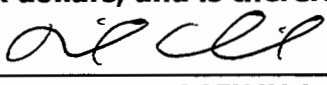
Michael V. D'Ambrosio  
Assistant Commissioner/ACCO  
Contract Administration Procurement Division  
New York City Police Department  
90 Church Street, Suite 1206  
New York, NY 10007

T:

E:

☒ RFA ☐ RFR ☐ RCAM **RESPONSIBILITY DETERMINATION**

(Revised 7/08)

AGENCY: NYPD	CONTRACTOR: SECUREWATCH24, LLC	PIN: 05619SPEX137
This is to certify that I have determined that the subject contractor has the capability in all respects to perform fully the contract requirements and the business integrity to justify the award of public tax dollars, and is therefore a responsible contractor.		
Signature <u></u>		Date: <u>1</u> / <u>24</u> / <u>2020</u>
AGENCY CHIEF CONTRACTING OFFICER		

**SOURCES OF INFORMATION**

On-line VENDEX vendor inquiry (cautions, liens, warrants) conducted: 8/9/2019

VENDEX filings dated: 4/18/2019

Cert. of No Change/Changed Questionnaire dated:

DSBS/DLS approval/waiver  
for period ending \_\_/\_\_/\_\_

DOI report dated: 8/15/2019

Doing Business Data Form dated \_\_/\_\_/\_\_

**Performance Evaluations**

Latest performance evaluation on current  
contract for the period (\_\_/\_\_/\_\_ - \_\_/\_\_/\_\_)

☐ N/A [Award/Renewal <\$100 K; Amendment ≤\$2M]

☒ N/A [Goods/Services ≤ \$100 K; Construction ≤\$1M;  
<50 Employees Certificate; Amendment]

☐ N/A [Award/Renewal ≤\$100 K; Amendment ≤\$2M]

☒ N/A [CSB without prequalification]

☒ N/A [Subject contractor not current contractor]

Performance evaluations for all/other City contracts in last 3 years. ☐ Yes ☒ None \*

**Not-for-Profit/Human Services Compliance**

☒ N/A [Subject contract falls in neither category]

☐ Subject contractor is registered with NYS Att'y Gen. Charities Bureau and is current in required filings.

The most recent annual report submitted to the Charities Bureau pertains to the period ending \_\_/\_\_/\_\_ OR

The Charities Bureau confirmed the subject contractor's status as up to date on \_\_/\_\_/\_\_ OR

☐ Subject contractor is exempt from charities registration. *Explain:* \_\_\_\_\_

☐ Subject contractor is current contractor: Latest financial audit on the current contract for the period (\_\_/\_\_/\_\_ - \_\_/\_\_/\_\_) OR

☐ Subject contractor is new contractor: Latest financial audit for the period (\_\_/\_\_/\_\_ - \_\_/\_\_/\_\_)

Audit conducted by \_\_\_\_\_, which expressed opinion on adequacy of books/records.

Contractor provided information on (\_\_/\_\_/\_\_) re:  
substantiated cases of client abuse/neglect in last 12 mos.

☐ N/A [Amendment]

**Other Sources of Information** (e.g, relevant references, media reports, public records data bases, etc.):\*

Google search and Lexis search. Verified on System for Award Management website that Vendor is not debarred.

\* **NOTE:** Where the recommended contractor has had no City contracts in past three (3) years (or no performance evaluations for that period are available on the VENDEX System), the agency must indicate other source(s) of information on which agency relied to determine vendor's capability to perform contract obligations (e.g., references, evaluation reports from other government entities, etc.).

**DISPOSITION:**

ADVERSE INFORMATION IDENTIFIED ☒ NONE ☐ YES, described & addressed on next page

## **ADVERSE INFORMATION**

***Instructions:*** Check all applicable box(es) indicating types of adverse information found. Provide the information requested and explain basis for the award notwithstanding adverse information. Attach explanatory sheets, as necessary.

☐ **ADVERSE INFORMATION INDICATED IN VENDEX VENDOR INQUIRY &/OR ON MOST RECENT VENDEX QUESTIONNAIRES—** Describe each item by type, date & current status (include outcome, if disposed of). For OSHA report of serious injury/fatality, describe circumstances of incident and certify that agency has approved vendor's Health and Safety Plan and that subject contract includes clause terminating contractor if approved plan is not implemented.

☐ **ADVERSE INFORMATION IN DOI REPORT –** Attach DOI report (include all attachments to report); describe each adverse item therein by date of occurrence and current status(include outcome, if disposed of).

☐ **PERFORMANCE EVALUATION RATING(S) LESS THAN "S"**

☐ **Overall rating on current contract (RFA) or subject contract (RCAM or RFR)**

☐ **Underlying rating for certain category(ies) on current/subject contract**

☐ **Overall rating on all/other City contracts within past 3 years**

Describe problem(s) by type, date & current status; if problem(s) pertains to your agency's contract, provide statement that agency has approved vendor's Corrective Action Plan, and/or that problem category has been corrected, as applicable; if rating pertains to contract(s) with another agency, identify contracting agency, describe contract, indicate the rating and period covered and describe resolution of problem.

☐ **ADVERSE INFORMATION INDICATED BY OTHER SOURCES -** Identify and describe each item of adverse information by source, date & current status (include outcome, if disposed of).

### **For Human Services Only:**

☐ **SUBSTANTIATED CASE(S) OF CLIENT ABUSE OR NEGLECT IN THE LAST 12 MONTHS**

Describe each substantiated case by date of occurrence, level of severity and disposition; describe whether contractor properly engaged, supervised and (if applicable) took action against offender.

☐ **LATEST FINANCIAL AUDIT CITED MATERIAL AND/OR NON-MATERIAL FINDINGS**

Describe each such audit finding and current status; provide statement that agency has approved vendor's Corrective Action Plan.



The City of New York  
**Office of Management and Budget**  
255 Greenwich St. New York, New York 10007

JUL 26 2018

Record: 112871  
Certificate: 66628  
Capital Project: 111 PO-D187B, 056 JGHILLBID, 111 PO-D187D, 111 PO-Q185A, 111 PO-K185A, 056 P-103CCAM, 111 PO-R185F, 111 PO-M185A

**POLICE DEPARTMENT**

Hon. James P. O'Neill, Commissioner, Police Department  
Hon. Mitchell J. Silver, Commissioner, Department of Parks and Recreation  
Hon. Scott M. Stringer, Comptroller  
Hon. Ruben Diaz, Jr., President, Borough of the Bronx  
Hon. Eric L. Adams, President, Borough of Brooklyn  
Hon. Gale Brewer, President, Borough of Manhattan  
Hon. Melinda Katz, President, Borough of Queens  
Hon. James S. Oddo, President, Borough of Staten Island  
Hon. Chairpersons, All Community Boards, Citywide

Section 219 of the New York City Charter and directives of the Mayor, authorized thereunder, require that, prior to the initiation of design or advancement of any capital project, a scope defining services to be incorporated in contracts for the services of architects, engineers, landscape architects, or departmental employees, etc., and amounts for structures, works, furnishings and equipment, program of requirements, and scope or range of operations shall be submitted for approval of the Director of the Office of Management and Budget or her duly authorized representative. Initially, preliminary scope approval and, subsequently, final scope approval incorporating preliminary plans and cost limitations shall be submitted for approval of the Director of the Office of Management and Budget or her duly authorized representative. In addition, the final design incorporating final contract documents must also be submitted for approval of the Director of the Office of Management and Budget or her duly authorized representative. Your request for approval pursuant to the above is approved as follows:

**DESCRIPTION OF APPROVAL HEREBY GRANTED**

The New York City Police Department's (NYPD) request for an amended equipment cost limitation for the purchase and installation of surveillance cameras and equipment to support the expansion of the ARGUS Closed Circuit Television (CCTV) Security Camera System is hereby approved at \$35,240,000. These projects (111 PO-D187B, 056 JGHILLBID, 111 PO-D187D, 111 PO-Q185A, 111 PO-K185A, 056 P-103CCAM, 111 PO-R185F, 111 PO-M185A) are funded in the most recent Capital Commitment Plan and chargeable in City funds to budget lines POD185, POQ185, POK185, P D021, ~~POR079~~, and POM185 as follows:

POR185

Project ID	Budget Line	Amount
PO-D187B		\$ 150,000
JGHILLBID	POD185	\$ 60,000
PO-D187D		\$ 27,540,000
PO-Q185A	POQ185	\$ 3,200,000
PO-K185A	POK185	\$ 350,000
P-103CCAM	P D021	\$ 400,000
PO-R185F	<del>POR079</del>	\$ 500,000
PO-M185A	POM185	\$ 40,000
Total		\$ 35,240,000



APPROVED,

Xiao Ling Wang  
Assistant Director

This certificate supersedes CP #63218, dated September 15, 2016.



The City of New York  
**Mayor's Office of Management and Budget**  
255 Greenwich Street, New York, New York 10007

NOV 15 2017

Record Number: 111503  
Certificate Number: 65302  
FMS Project ID: 111 PO187-SEC

**POLICE DEPARTMENT**

Hon. James P. O'Neill, Commissioner, Police Department  
Hon. Scott M. Stringer, Comptroller  
Hon. Gale A. Brewer, President, Borough of Manhattan  
Hon. Eric L. Adams, President, Borough of Brooklyn  
Hon. Melinda Katz, President, Borough of Queens  
Hon. Ruben Diaz Jr, President, Borough of Bronx  
Hon. James S. Oddo, President, Borough of Staten Island  
Hon. Chairpersons, All Community Boards, Citywide


Section 219 of the New York City Charter and directives of the Mayor, authorized thereunder, require that, prior to the initiation of design or advancement of any capital project, a scope defining services to be incorporated in contracts for the services of architects, engineers, landscape architects, or departmental employees, etc., and amounts for structures, works, furnishings and equipment, program of requirements, and scope or range of operations shall be submitted for approval of the Director of the Office of Management and Budget or his duly authorized representative. Initially, preliminary scope approval and, subsequently, final scope approval incorporating preliminary plans and cost limitations shall be submitted for approval of the Director of the Office of Management and Budget or his duly authorized representative. In addition, the final design incorporating final contract documents must also be submitted for approval of the Director of the Office of Management and Budget or his duly authorized representative. Your request for approval pursuant to the above is approved as follows:

**DESCRIPTION OF APPROVAL HEREBY GRANTED**

The New York City Police Department's (NYPD) request for an equipment cost limitation for the implementation of a police facilities closed-circuit television camera system is hereby approved at \$24,211,189. This project (111 PO187-SEC) is chargeable in City funds to budget line PO-0187 and is funded in the most recent Capital Commitment Plan.

This Certificate supersedes Certificate to Proceed #63170, dated August 4, 2016.

APPROVED,

  
Xiao Ling Wang  
Assistant Director



The City of New York  
**Mayor's Office of Management and Budget**  
255 Greenwich Street New York, New York 10007

JUL 03 2017

Record: 110870  
Certificate: 64708  
Capital Project: 111 PO163ITSD

**POLICE DEPARTMENT**

Hon. James P. O'Neill, Commissioner, Police Department  
Hon. Scott M. Stringer, Comptroller  
Hon. Gale A. Brewer, President, Borough of Manhattan  
Hon. Eric L. Adams, President, Borough of Brooklyn  
Hon. Melinda Katz, President, Borough of Queens  
Hon. Ruben Diaz Jr, President, Borough of Bronx  
Hon. James S. Oddo, President, Borough of Staten Island  
Hon. Chairpersons, All Community Boards, Citywide

Section 219 of the New York City Charter and directives of the Mayor, authorized there under, require that, prior to the initiation of design or advancement of any capital project, a scope defining services to be incorporated in contracts for the services of architects, engineers, landscape architects, or departmental employees, etc., and amounts for structures, works, furnishings and equipment, program of requirements, and scope or range of operations shall be submitted for approval of the Director of the Office of Management and Budget or his duly authorized representative. Initially, preliminary scope approval and, subsequently, final scope approval incorporating preliminary plans and cost limitations shall be submitted for approval of the Director of the Office of Management and Budget or his duly authorized representative. In addition, the final design incorporating final contract documents must also be submitted for approval of the Director of the Office of Management and Budget or his duly authorized representative. Your request for approval pursuant to the above is approved as follows:

**DESCRIPTION OF APPROVAL HEREBY GRANTED**

The New York City Police Department's request for an amended equipment cost limitation for the purchase, upgrade, and replacement of ARGUS camera boxes is hereby approved at \$16,827,790. This project (111 PO163ITSD) is chargeable in City funds to budget line PO-0163 and is funded in the most recent Capital Commitment Plan.

This Certificate supersedes Certificate to Proceed #63724, dated December 6, 2016.

APPROVED,

Xiao Ling Wang  
Assistant Director



**CONFIDENTIAL CONTRACT COST FORM**

**FOR: Confidential CCTV System**

**PIN 056090000674/CTR 056 20161417690**

**FOR OTHER THAN CAPITAL FUND CONTRACTS:**

✓ **Estimated Cost of Entering Into the Proposed Contract:**

✓ **Budget Code:**      **Object Code:**      **Unit of Appropriation:**

**FOR CAPITAL FUND CONTRACTS:**

✓ **Estimated Cost of Entering Into the Proposed Contract:** \$26,851,124.30

**City Council:**

<b>U/A: D85</b>	<b>B/C: ARGC</b>	<b>Projects: 111-PO-D187D</b>	<b>OBJ: 2200</b>
111PO-D187D 006	\$134,055.88	111PO-D187D 021	\$66,170.82
111PO-D187D 037	\$70,438.00	111PO-D187D 003	\$115,200.50
111PO-D187D 038	\$493,066.00	111PO-D187D 022	\$44,479.22
111PO-D187D 002	\$404,756.26	111PO-D187D 001	\$25,068.70
056JGHILLBID002	\$35,219.00	111PO-D187D 031	\$28,471.88
111PO-D187D 011	\$352,417.76	111PO-D187D 020	\$28,487.51
111PO-D187D 025	\$27,027.05	111PO-D187B 001	\$30,653.31
111PO-D187D 005	\$112,838.73	111PO-D187D 030	\$131,434.34
111PO-D187D 039	\$70,438.00	111PO-D187D 029	\$46,062.34
111PO-D187D 035	\$105,105.00	111PO-D187D 018	\$308,549.91
111PO-Q185A 001	\$97,127.14		

**Borough President:**

**U/A: R85**      **B/C: ARGS**      **Projects: 111-PO-R185F 002**      **OBJ: 2200**      **Amount: \$35,219.00**

**U/A: M85**      **B/C: ARGM**      **Projects: 111-PO-M185A 001**      **OBJ: 2200**      **Amount: \$35,219.00**

**Other:**

**U/A: 255**      **B/C: SC17**      **Projects: 111-PO187-SEC 002**      **OBJ: 2200**      **Amount: \$3,391,816.88**

**U/A: 255**      **B/C: SC17**      **Projects: 111-PO187-SEC 001/002**      **OBJ: 2200**      **Amount: \$8,873,169.00**

**U/A: 227**      **B/C: CAMM**      **Projects: 111-PO163ITSD 003**      **OBJ: 2200**      **Amount: \$4,094,633.07**

**U/A: D85**      **B/C: TBD**      **Projects: 111-PO-DARG20 001-014**      **OBJ: 2200**      **Amount: \$4,094,000.00**

**U/A: 255**      **B/C: TBD**      **Projects: 111-PO187-ARG 001**      **OBJ: 2200**      **Amount: \$3,600,000.00**

**Is this a split-funded project? (X) Yes, ( ) No. If yes, submit two forms. One for "Other than Capital" and one for Capital.**

**ANNUAL DISTRIBUTION OF COSTS (Amounts in 000's)**

SOURCE	YR. 1	YR. 2	YR. 3	YR. 4	YR. 5	YR. 6	TOTAL
CITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL ( )	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL	\$3,821	\$4,230	\$5,785	\$5,785	\$5,785	\$1,446	\$26,852
<b>TOTAL</b>	<b>\$3,821</b>	<b>\$4,230</b>	<b>\$5,785</b>	<b>\$5,785</b>	<b>\$5,785</b>	<b>\$1,446</b>	<b>\$26,852</b>

**Deputy Commissioner, Management and Budget Approval**

(X) I certify that sufficient funds are available, as follows:

( ) Grant Expense Budget Funds are available for the current fiscal year. Annual appropriations are anticipated to be available.

(X) Capital Funds are available and a CP has been issued in the amount \$19.158 million. The remaining \$7.694 million will be submitted to OMB for approval.

( ) Capital funds are not currently available. However, the Department will request funds from OMB.

( ) Other

Based on the above I recommend that the contract process proceed.

**APPROVAL SIGNATURE:**

**DATE:**

1/24/2020



**CONFIDENTIAL PSR CONTRACT EXPENSE COST FORM**

FOR: Confidential ARGUS CCTV System

PIN 05619SPEX137

**FOR OTHER THAN CAPITAL FUND CONTRACTS:**

- ✓ Estimated Cost of Entering Into the Proposed Contract: \$17,438,466.73
- ✓ Budget Code: 1057: \$500,000; 1027: \$29,890; 1085: \$300,000; 1033: \$48,102; 1053: \$250,000; 1043: \$805,000; 1047: \$140,000 Object Code(s): 460 Unit of Appropriation: TBD
- ✓ Contract Budget Category: \_\_\_\_\_

**FOR CAPITAL FUND CONTRACTS:**

- ✓ Estimated Cost of Entering Into the Proposed Contract: \$ \_\_\_\_\_
- ✓ Budget Code: \_\_\_\_\_ Object Code: \_\_\_\_\_ Unit of Appropriation: \_\_\_\_\_
- ✓ CAPIS PROJECT ID: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ CP # \_\_\_\_\_

Is this a split-funded project? ( X ) Yes, ( ) No. If yes, submit two forms. One for "Other than Capital" and one for Capital.

**ANNUAL DISTRIBUTION OF COSTS (AMOUNTS IN 000's)**

SOURCE	YR.1	YR.2	YR.3	YR.4	YR.5	YR.6	TOTAL
STATE	\$518	\$1,555	\$0	\$0	\$0	\$0	\$2,073
FEDERAL	\$2,167	\$2,944	\$889	\$0	\$0	\$0	\$6,000
FEDERAL TBD	\$0	\$0	\$2,149	\$3,163	\$3,240	\$814	\$9,366
CAPITAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<hr/>							
TOTAL	\$2,685	\$4,499	\$3,038	\$3,163	\$3,240	\$814	\$17,439
FY	20	21	22	23	24	25	

**Deputy Commissioner, Management and Budget Approval**

( ) I certify that sufficient funds are available, as follows:

( ) Expense Budget Funds are available for the current fiscal year. Annual appropriations are anticipated to be available.

( ) Capital Funds are available and a CP has been issued for the entire project.

( X ) \$6M is available for maintenance under the UASI grants and \$2.1M is available for equipment and installation under DASNY grants. The Department will apply for additional grant funds to cover the maintenance costs

( ) Other \_\_\_\_\_

Based on the above I recommend that the contract process proceed.

APPROVAL SIGNATURE: \_\_\_\_\_

DATE: 1/24/2020

**AGREEMENT FOR AN ARGUS CCTV CAMERA SYSTEM AND A FACILITY  
SECURITY CAMERA SYSTEM FOR NEW YORK CITY POLICE DEPARTMENT**

**PIN # 05619SPEX137**

THIS **AGREEMENT FOR AN ARGUS CCTV AND A FACILITY CAMERA SYSTEM** is made and entered into on October 1, 2019, by and between the **City of New York** acting through the **NEW YORK CITY POLICE DEPARTMENT**, located at One Police Plaza, New York, NY 10038 (hereinafter referred to as "City," "Department," or "NYPD"), and **SECUREWATCH24, LLC**, having an office at One Penn Plaza, #4000, New York, NY 10119 (hereinafter referred to as "Contractor," or "SW24"). Contractor/SW24, and Department/NYPD, are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party."

**WITNESSETH:**

**WHEREAS**, the Department requires a contractor that can maintain, expand, enhance and upgrade the NYPD's existing ARGUS CCTV and Facility Security Camera Systems and supporting infrastructure ("Goods"), and warranty and maintenance services ("Services"), needed for security purposes; and

**WHEREAS**, SW24 has submitted a proposal for the provision of an ARGUS CCTV and Facility Security Camera system and is able to maintain and expand such systems in accordance with NYPD specifications and requirements; and

**WHEREAS**, SW24 agrees to conduct all work under the terms of a Confidential Agreement where it agrees that any employee (including management) and any subcontractor agree to individual Non-Disclosure Agreements and that SW24 agrees to be fully responsible for guaranteeing and ensuring that such confidentiality agreements are executed; and

**WHEREAS**, the Department has selected SW24 to maintain and expand the existing ARGUS CCTV and Facility Security Camera system for the NYPD; and

**WHEREAS**, SW24 is able to begin work on October 1, 2019, in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

A. Goods and Services. The Contractor shall provide the Department with the Goods and Services in the quantity, at the prices, and in accordance with the specifications included herein and made a part of this Agreement and as proposed in Contractor's Technical Proposal, Price Proposal, and Best and Final Offer, and as otherwise negotiated between the parties to reflect actual project scope.

B. Delivery. The Contractor shall deliver the Goods and Services (with all manuals, diagrams and other required documentation) in accordance with the delivery schedule and comply with the special provisions, if any, included herein and made a part of this Agreement. It is understood by Contractor that time is of the essence in compliance with the delivery schedule.

C. Payment. Contractor shall be paid for the Goods and Services in accordance with the prices set forth herein and at the milestones set forth herein, all as more particularly described herein. Invoices should be sent as instructed herein.

D. New York City Contract Terms and Conditions. The New York City "APPENDIX A – GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES" is attached to this Agreement as Appendix A. Where there is a discrepancy between the Agreement and Appendix A, the Agreement shall take precedence over Appendix A.

E. Taxpayer Affirmation. Contractor affirms that it is not in arrears to the City of New York upon debt or contract, or taxes, and is not a defaulter as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the Contractor to receive public contracts.

F. Cost/Pricing Data. Contractor certifies that prices for the Goods and Services hereunder will at no time be less favorable to the City than the prices charged by Contractor at the same time to any other customer of Contractor for goods or services identical with the goods and services that are supplied on the same terms in similar quantities and to similar timescales into the same jurisdiction. Accordingly, if Contractor supplies or agrees to supply such identical goods on such basis to a third party (excluding any member of Contractor's group of companies) at prices which are more favorable to the third party than the prices are to the City, then as the City's sole remedy the prices to the City shall be reduced to match those prices for the period during which those prices are available to the third party. For the avoidance of doubt, Contractor shall not be required to disclose to the City the identity of the third party.

G. Systems. The word "Systems" in this Agreement shall have the following

definition: The Systems (equipment and services) installed under this Agreement shall be comprised of the following equipment and services that shall be installed by the Contractor under this Agreement:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

#### **ARTICLE I**

##### **CONTRACT TERM/PERIOD OF PERFORMANCE**

**1.1 Term.** The term of this Agreement shall be from October 1, 2019, through September 30, 2024.

**1.2 Renewal Option.** NYPD retains the option, at its sole discretion, to Renew this contract for a 2-year term, from October 1, 2024, through September 30, 2026, at essentially the same terms and conditions. NYPD will provide notice of its intent relative to election to renew no less than sixty (60) calendar days before the end of the contract term then in effect.

#### **ARTICLE II**

##### **SCOPE OF WORK**

**2.1 ARGUS CCTV Specifications.** The NYPD ARGUS System (ARGUS) is a network of Closed Circuit Television (CCTV) cameras spread across all five boroughs of New York City. These cameras connect via a [REDACTED] to various [REDACTED] throughout the city, aggregating back to the NYPD's central datacenter. Positioned within high crime areas, or near high profile locations, the ARGUS system allows NYPD personnel to conduct real time monitoring, as well as enhance post event investigations. Consisting of over 1,525 individual units (each containing [REDACTED], 1,800 [REDACTED] and 10,000+ [REDACTED] devices, ARGUS is one of the most robust and expansive municipal camera deployments in the United States.

**2.2 Facility Security Camera Specifications.** The Facility Security Camera System consists of thousands of CCTV cameras spread over multiple NYPD locations and is expected to continue to expand as needed. These cameras are positioned in both exterior and interior environments, and are used to provide site security as well as to ensure prisoner safety and property safekeeping. All of these cameras transmit video [REDACTED] to a centralized datacenter. All work for NYPD Facility

Camera Systems will be agreed upon via the Program Modification Request (PMR) process. The survey results will be proposed along with a cost proposal addressing installation and networking of said system on the PMR 'form' which will then be executed by both parties, codifying the work to be performed. Any changes to the system layout will require another PMR form documenting such changes.

### **2.3 Installation and Technical Requirements.**

a. The purpose of this Agreement is to add and install additional:

- [REDACTED]
- Equipment box to be "Stainless Steel Banded" mounted approximately 12'-24' above ground. Appropriate street light poles will be selected by NYPD [REDACTED]
- Radios that are interoperable with existing infrastructure, which includes [REDACTED]
- ARGUS units that provide for at least [REDACTED] of local storage in a Genetec compliant manner, with support for federation to the NYPD's primary system
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- Camera and enclosures to be white with NYPD markings
- [REDACTED]
- [REDACTED] as necessary to ensure full quality video from pole to designated facility. NYPD will assist in identifying potential locations
- [REDACTED] all power connections and all other connectivity from receiver to network equipment are provided by vendor
- NYPD will provide environmental control within each NYPD facility

b. The Contractor shall install ARGUS cameras and their supporting equipment

on city owned [REDACTED]. Camera and pole locations shall be identified and selected by the NYPD. There are an indeterminate number of locations across the city in which cameras are expected to be installed with a box housing [REDACTED] within each box, on pole.

The Contractor shall install facility security cameras and supporting equipment at NYPD facilities. Camera locations, areas of coverage, and mounting procedures shall be identified and selected by the NYPD. The NYPD will determine the number of locations and site surveys will be conducted with both the vendor and NYPD project representatives to determine the number of cameras at each location, as needed.

c. The current system has [REDACTED] as follows:

[REDACTED]

Anticipated system expansion has been taken into consideration for [REDACTED]

d. Field Devices: A [REDACTED] shall be [REDACTED]. The

[REDACTED] in most locations [REDACTED]. The [REDACTED] shall also [REDACTED] the [REDACTED] and [REDACTED]. The [REDACTED] for all the [REDACTED] shall be [REDACTED] as well as [REDACTED] (if [REDACTED]. The [REDACTED] shall [REDACTED]

e. Facility Devices: Shall include cameras, [REDACTED]

[REDACTED]

f. Wireless Network: The Contractor's camera systems shall be compatible with the NYPD's wireless network. In order to insure that the contractor's cameras are compatible with the NYPD's wireless network, the Contractor shall provide to the NYPD Project Manager all necessary equipment and components, specifications and frequencies, to guarantee compatibility at all times of operation. [REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED] There may be minimal costs required by the FCC for licensed link renewals. Therefore, any equipment or component required by the Contractor shall also be provided with no reoccurring usage costs.

g. Training: At sites to be determined by the NYPD, the Contractor shall provide adequate and in-depth training for NYPD personnel in utilizing the CCTV system. Should the need arise for training for field personnel utilizing laptops, the NYPD will work with the Contractor on a training plan for this added capability.

h. The Contractor shall provide one-year standard warranty on all equipment installed during the term of this contract at no additional cost to NYPD. In addition, all unit pricing for equipment covered under this agreement as specified in Article IV. Contract Value and Consideration is inclusive of all extended warranties and system maintenances for the entire five-year term.

#### **2.4 NYPD Project Managers**

a. The NYPD Operational Project Manager for this Agreement is as follows:

Michael Godek, Deputy Inspector  
NYPD Information Technology Bureau (ITB)  
Strategic Technology Division  
One Police Plaza, RM 722  
New York, NY 10038  
Tel. # [REDACTED]  
Cell # [REDACTED]  
E-Mail: [REDACTED]

b. The NYPD Financial Project Manager for this Agreement is as follows:

Patrick Malarkey, Captain  
NYPD Information Technology Bureau  
Fiscal Affairs Division  
One Police Plaza, RM 910  
New York, NY 10038  
Tel. # [REDACTED]  
Cell # [REDACTED]  
E-Mail: [REDACTED]

Upon execution of this Agreement, with the exception of disputes, change orders, time extensions and other contract administration matters, the Contractor shall correspond with the NYPD ITB Operational and Financial Project Managers.

For contract administration matters, the Contractor shall correspond directly with the NYPD Agency Chief Contracting Officer:

Michael D'Ambrosio, Assistant Commissioner  
NYPD – Contract Administration Procurement Division  
90 Church Street, RM 1206  
New York, NY 10007  
Tel. # [REDACTED]  
Facsimile # [REDACTED]  
E-Mail: [REDACTED]

**2.5 Project Management.** The Contractor shall perform all management functions for the project. Such functions shall include, but not be limited to, scope, responsibility for project personnel management, term organizational structure, controlling project activities, project schedule and tracking including the achievement of milestones upon which progress payments shall be claimed, status reporting to NYPD, and other needed project activities with the Department.

The Contractor will participate in bi-weekly on-site meetings with NYPD to review the status of new installations and service/maintenance metrics, as well as track the progress of ARGUS, Aggregation, and Facility Security installation progress and provide a written Weekly Status Report, Weekly Service Report, and Monthly Asset Report.

**2.6 Authorized Contractor Representatives.** The Contractor asserts that the following individuals will be responsible for the performance requirements in this Agreement and that such individuals have agreed to the terms and conditions of a NYPD non-disclosure agreement (for individuals):

Authorized Contractor Representative: William Cole  
Representative's Address and Tel. #: One Penn Plaza, #4000, New York, NY 10119;  
Office: [REDACTED] Mobile: [REDACTED]  
E-mail: [REDACTED]

Authorized Contractor Representative: John Colgan  
Representative's Address and Tel. #: One Penn Plaza, #4000, New York, NY 10119;  
Office: [REDACTED] Mobile: [REDACTED]  
E-mail: [REDACTED]

Authorized Contractor Representative: Desmond Smyth  
Representative's Address and Tel. #: One Penn Plaza, #4000, New York, NY 10119;  
Office: [REDACTED] Mobile: [REDACTED]  
E-mail: [REDACTED]



**2.7 Notice Addresses.** Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party as follows:

If to Contractor:

John Colgan, Chief Operating Officer  
SecureWatch24, LLC  
Address listed above.

If to NYPD:

Michael D'Ambrosio, Assistant Commissioner  
Address listed above.

Or at such other address as may be designated in writing by a Party to the other Party.

**2.8 Notice Delivery.** Unless otherwise provided herein, notices shall be deemed served or delivered to the addressee or its office when hand delivered; on the next business day when sent by overnight delivery service and next-business-day is selected by sender. In addition, Contractor may send Department notices, other than notices for default or termination, by e-mail. Such e-mail notification is deemed delivered on the day sent unless returned to sender as undeliverable.

### **ARTICLE III** **TRANSITION**

**3.1 Implementation Plan.** Provision and Installation. The ARGUS and Facility Security Projects' installation plans shall follow the recognized Project Management Institute deployment methodology summarized as: Initiate, Plan, Execute, Monitor and Control, and Closeout.

One general Plan would be created for the ARGUS deployment and one general Plan for Facility Security Camera Systems. Once specific locations are identified, the plan for that deployment will be tailored to contemplate the unique challenges of each individual location.

**3.2 Initiate.** During this period, project scope, goals and objectives, high-level schedule, completion requirements and success criteria will be reviewed by the Parties and verified. The lead project management and technical resources will be identified and committed to the project and contact information exchanged. SW24 PM orientation with NYPD Project Management and Technical resources will coordinate status report contents, technical resource communications, relevant Standards and Requirements.

**3.3 Plan.** During project planning, the tasks necessary to achieve the project

scope shall be identified and decomposed along with dependencies, resource assignments and task durations. Supplementary plans for project communications, quality management, risk items, and change control are to be created. The primary output of this phase is the Project Plan, including a Project Schedule communicating the timeline for each phase of the project.

**3.4 Execute.** Project execution is doing the work to deliver the product of the project. This involves procuring the necessary components, pre-delivery configuration of servers and cameras, processing permits, scheduling installation resources, commissioning each new unit as it comes online and functional demonstration of the systems. As-Built and Geographic location spreadsheets and maps are updated.

**3.5 Monitor and Control.** These activities are performed during the entire project lifecycle to ensure the project is performing according to plan. Regular status meetings are held with the client to review planned versus actual work results and project issues with weekly status reports being issued. At the completion of the project, final commissioning would be performed with stakeholders from NYPD to confirm the totality of project work is both complete and correct. Punch-list items are identified for corrective action and final acceptance of the project when remediated.

**3.6 Closeout.** A formal review conducted when any project phase is ending and when the overall project is ending. During project close, Contractor will review project deliverables and the product of the project with the client for acceptance. Final project records are exchanged and archived.

#### **ARTICLE IV**

#### **CONTRACT VALUE AND CONSIDERATION**

**4.1 Total Contract Value.** The total contract value for all payments to maintain, expand, enhance and upgrade the NYPD's existing ARGUS CCTV and Facility Security Camera Systems shall not exceed FORTY-FOUR MILLION TWO HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED NINETY-ONE DOLLARS and THREE CENTS (\$44,289,591.03), except insofar as the scope of work required of the contractor exceeds that agreed to by the parties, in which case goods and services are to be provided at the rates agreed to by the parties.

**4.1.1 Extended warranties not included; Incoterms.** Five-year warranty pricing is not included in all unit prices specified herein. Delivery of all Goods shall be FOB Destination.

**4.2.1 Camera Pricing including labor, overhead, etc.**

A. New ARGUS Installations

Description	Est. Qty.	Unit Price	Total
New Installs			
Camera Encoders			
Equipment Enclosures			
UPS/line conditioner			
Surge Protection			
Video Storage Equipment			
Subtotal			\$13,681,860.00

B. Network and Equipment for secondary/aggregate stage

Description	Est. Qty.	Unit Price	Total
Subtotal			\$14,467,137.70

C. Equipment

Description	Est. Qty.	Unit Price	Total
Recording Devices			
Viewers			
Subtotal			\$775,118.60

4.2.2 System Support and Maintenance.

- a. NORMAL BUSINESS HOURS: 8 AM – 4:30 PM, Monday through Friday.  
 Routine Maintenance and Repairs: The Contractor shall be responsible for providing complete maintenance and repair services for all components of the system for a five-year period. With the exception of Force Majeure (As defined in Article XVI), the Contractor shall repair failed equipment based on the following schedule:

Description	Qty.	U of M	Unit Price	Duration	Total
Current ARGUS Cameras		Per Month		60 Mos.	
Current Facility Cameras		Per Month		60 Mos.	
New Installs		Per Month		60 Mos.	
Subtotal					\$11,910,075.00

- i. Same Day Response for service calls received during normal business hours, 8 AM – 4:30 PM, Monday through Friday, excluding nights,

- weekends, and federal holidays (hereinafter – business days);
- ii. Replace all malfunctioning equipment within 24 hours of service call;
- iii. Coverage for Licensed Links shall be 24 hours a day, 7 days a week;
- iv. For Non-Emergency after-hours services (after 4:30 PM on business days, weekends, federal holidays) the Contractor shall provide next business day service calls.

**b. EMERGENCY REPAIRS:**

On occasion the Department may need Emergency Repairs to be conducted after normal business hours, weekends and federal holidays. If deemed necessary by NYPD, the Contractor shall be paid for such emergency calls based on the surcharge for such calls as listed below:

Description	Qty. of Calls	Per Call Price	Total
ARGUS Cameras			
FACILITY Cameras			
<b>Subtotal</b>			<b>\$127,702.13</b>

- i. Same day response for service calls received after normal business hours (after 4:30 PM, Monday through Friday, nighttime, weekend, federal holidays);
- ii. Replace all malfunctioning equipment within 24 hours of service call;
- iii. Coverage for Licensed Links shall be 24 hours a day/7 days a week.

**4.2.3 Labor Pricing.**

Category	Description	U of M	Unit Price	Total
Electrician-Alarm Tech	Embedded Resource-Network Engineer Year 1	2,080 Hrs.	\$88.24	\$183,539.20
Electrician-Alarm Tech	Embedded Resource-Network Engineer Year 2	2,080 Hrs.	\$90.00	\$187,200.00
Electrician-Alarm Tech	Embedded Resource-Network Engineer Year 3	2,080 Hrs.	\$91.80	\$190,944.00
Electrician-Alarm Tech	Embedded Resource-Network Engineer Year 4	2,080 Hrs.	\$93.64	\$194,771.20
Electrician-Alarm Tech	Embedded Resource-Network Engineer Year 5	2,080 Hrs.	\$95.51	\$198,660.80
Combined HW + Prevailing Wage	Aggregation Site Maint. Year 1	12 Months	\$24,881.16	\$298,573.92
Combined HW + Prevailing Wage	Aggregation Site Maint. Year 2	12 Months	\$30,530.40	\$366,364.80
Combined HW + Prevailing Wage	Aggregation Site Maint. Year 3	12 Months	\$38,781.26	\$465,375.12

Combined HW + Prevailing Wage	Aggregation Site Maint. Year 4	12 Months	\$49,499.92	\$593,999.04
Combined HW + Prevailing Wage	Aggregation Site Maint. Year 5	12 Months	\$54,022.46	\$648,269.52
<b>Subtotal</b>				<b>\$3,327,697.60</b>

- i. Prevailing Wages Schedule 220 apply.

**4.3 Description of Charges.** Charges shall be paid in accordance with the payment schedule set forth in this Agreement. To Wit:

**4.3.1 ARGUS Pole Installation Charges Schedule.**

- 25% upon receipt of proposal (Notice to Proceed [NTP] with identified location – Milestone #1)
- 50% upon installation on the designated pole and field device being operational. Warranty coverage commences at this time as well (Installation – Milestone #2)
- 25% upon field device connected to network (NYPD ARGUS System Acceptance – Milestone #3)

**4.3.2 Facility Security Installation Charges Schedule.**

- 25% upon receipt of proposal (Notice to Proceed [NTP] with identified location - Milestone #1)
- 50% upon installation at the designated Facility and installation being operational. Warranty coverage commences at this time. (Installation - Milestone #2)
- 25% upon Facility connected to network (NYPD Facility Acceptance - Milestone #3)

**4.3.3 Aggregation Site Installation Charges Schedule.**

- 25% upon receipt of proposal (Notice to Proceed [NTP] with identified location - Milestone #1)
- 50% upon installation at the designated Aggregation Site and installation being operational. Warranty coverage commences at this time. (Installation - Milestone #2)
- 25% upon Aggregation Site connected to network (NYPD Aggregation Site Acceptance - Milestone #3)

**4.3.4 Monthly Electrician – Alarm Technician Embedded Resource Charges Schedule.**

- Contractor shall invoice for labor charges for Embedded Alarm Technician on a monthly basis.

**4.4 Method of Payment.** NYPD shall make all payments hereunder by check

to SecureWatch24, LLC, at One Penn Plaza, #4000, New York, NY 10119. SW24 may change the foregoing address by delivery of written notice to NYPD. Except as otherwise set forth in this Agreement, all amounts to be invoiced by Contractor and paid by the NYPD are as follows:

- a. Invoices for installation milestones shall be billed upon completion of said milestone for both ARGUS CCTV and Facility Security cameras. Barring exigent circumstances, payment will be made by the NYPD 30 days after the **IRA** date.

For purposes of this agreement, the **IRA** date will be defined as the later of the date a proper Invoice is actually Received by the designated billing office (NYPD's Information Technology Bureau) or the seventh date after either the date on which the goods are actually delivered or the services are actually performed (Acceptance date).

For purposes of this agreement, the associated service performed with each milestone completed will be the prompt for an invoice to be generated.

- b. Invoices for camera maintenance shall be billed at the beginning of each month for the quantity of in-service cameras as well as for the invoicing for the embedded electrician resource, regardless of the day the unit was actually operating (*e.g.* 2<sup>nd</sup> week, mid-month, etc.). Barring exigent circumstances, payment will be made by the NYPD 30 days after the **IRA** date.

**4.5 Withholding of Contract Payments.** Notwithstanding any other payment provisions of this Agreement, failure of the Contractor to submit required items when due, or failure to perform according to the work schedule or deliver required work, supplies, or services shall result in the withholding of future payments under this contract. This shall not apply if such failure arises out of causes beyond the control of, the Contractor. Notification may be made by either the NYPD Operational or Financial Project Manager who shall promptly notify the Contractor of any intention to withhold any payments.

## **ARTICLE V**

### **SW24 REQUIREMENTS OF NYPD**

#### **5.1 Orientation and Documentation Gathering Phase.**

The Orientation Phase will consist of information gathering:

- a. Username and Password Credentials for the systems and devices SW24 will be supporting and servicing under this Agreement.
- b. As-built documentation for existing ARGUS and Facility Security cameras as well as Aggregation sites.

- c. Network documentation for existing ARGUS and Facility Security cameras as well as Aggregation sites.
- d. A Geographical Map of the existing ARGUS units.
- e. Street addresses of all existing Facility locations.
- f. [REDACTED]
- g. Contact names, phone numbers and email addresses for NYPD stakeholders involved with the Maintenance and Support program.

### **5.2 Planning Phase.**

Concurrent with the information requested, Contractor would preload Facility Addresses into the dispatch and ticketing system in preparation for service requests. Additionally, Contractor will prepare and submit to NYPD:

- a. Proposed Preventive Maintenance Plan and Frequency schedule for ARGUS Units.
- b. Proposed Preventive Maintenance Plan and Frequency schedule for Facility Locations.

### **5.3 Training and Production Phase.**

Beginning at the end of the Orientation phase, Contractor shall begin dispatching for service tickets and conducting preventive maintenance visits. For a period of approximately ten days' system engineering and first-line management will accompany technicians to observe the operation and provide assistance and guidance with troubleshooting and repair efforts as necessary.

At the end of the Training Phase, Contractor's Technicians will begin a normal production schedule for all maintenance activities and will observe the ticketing system to verify calls are being remedied in a timely manner, that emergency escalations satisfy their Service Level Objectives and that the planned Preventive Maintenance Schedule is being adhered to.

### **5.4 NYPD Responsibilities.**

- a. NYPD Project Manager will respond to written questions or requests for information within ten business days.
- b. Identify camera locations, including street addresses.
- c. Identify pole locations.
- d. Ensure sufficient power is available for all locations, including poles [REDACTED] facilities, etc.
- e. Assist in providing adequate locations for the wireless network devices.
- f. Ensure sufficient power is available to all network devices in all field locations.
- g. Provide necessary assistance during maintenance calls as deemed appropriate by the NYPD (i.e. traffic control), provided each camera location is accessible for Contractor's Bucket Truck.
- h. The Department is responsible for the cost of any work under this agreement including but not limited to:

- i. Obtaining any and all permits required; and
- ii. Any rental or other charges imposed by the landlords of locations where equipment under this agreement is installed.
- i. Provide username and password credentials to all devices Contractor may be required to access.
- j. Provide as-built documentation including but not limited to floorplans with devices, riser diagrams, device schedule for [REDACTED] completed facility sites and [REDACTED] aggregation sites.

## **ARTICLE VI**

### **NYPD REQUIREMENTS OF SW24**

#### **6.1 Pre-Delivery Staging.**

Contractor will assemble and configure all equipment at its Technology Center prior to delivery to a site for installation, as well as consolidate Aggregation and Facility equipment for delivery to site. After installation, Contractor will record the manufacturer part numbers, serial numbers, and quantities of devices shipped to each location and provide all information to NYPD at the next scheduled bi-weekly meeting as well as ensuring all information captured is contained in the final as-built documentation.

#### **6.2 ARGUS CCTV New Installations.**

- a. Conduct site surveys with NYPD to identify specific ARGUS, [REDACTED] and [REDACTED] installation locations and determine feasibility.
- b. Survey proposed deployment area's [REDACTED] availability and prepare required [REDACTED]
- c. Provide [REDACTED] that consists of at least [REDACTED] appropriate network equipment for transmission of video and a local Genetec archiver for onsite recording and federation to the NYPD's parent Genetec video management system.
- d. Provide all required [REDACTED] necessary to [REDACTED] to the NYPD's centralized system, including any [REDACTED] equipment.
- e. Collaborate with NYPD resources, its vendors and contractors, and outside agencies/private stakeholders, as necessary, to facilitate installations and network connections.
- f. Install equipment on utility poles or building rooftops as required by the NYPD, including all necessary electrical work.
- g. Properly configure cameras [REDACTED] etc.



- h. Secure and manage FCC licensing as required.

#### **6.2.1 Maintenance.**

- a. Provide preventative maintenance and break-fix for all ARGUS equipment:
  - i. 1,500+ ARGUS units (3,000+ cameras) installed across the city.
  - ii. [REDACTED] equipment installed across 1,800+ utility poles.
  - iii. Rooftop aggregation points.
  - iv. 10,000+ IP addressable components (cameras, managed switches, radios, etc.).
  - v. All IP addressable equipment should be capable of [REDACTED]  
[REDACTED] Equipment experiencing intermittent failure conditions should be proactively replaced.
- b. Remove and reinstall equipment as required by the NYPD due to installation requirements.
- c. Retrieve damaged units for repair/replacement and reinstall.
- d. Maintain inventory of field replaceable parts to ensure minimal downtime.
- e. Assist NYPD with retrieving video when necessary.
- f. Adjust camera and equipment positioning when necessary due to installation needs, scaffolding, or other line of sight obstruction.
- g. Adjust wireless channel plan as necessary to maintain stable connectivity.
- h. [REDACTED]  
[REDACTED]
- i. Proactively evaluate UPS and local storage equipment for pre-emptive replacement when failure potential is high
- j. Qualified electrician to be provided to properly install and maintain electrical infrastructure supporting ARGUS systems at [REDACTED] and Aggregate sites.
  - i. Responsibilities to include preventative maintenance, testing, diagnosis, and required repairs for potential and existing electrical failures.

#### **6.2.2 Cabling and Installation Services.**

- a. Contractor will route power from the [REDACTED]  
[REDACTED]

b. [REDACTED]

c. [REDACTED]

d. [REDACTED]

e. Contractor will align and focus the camera fields of view or default home positions commensurate with the New ARGUS Pole Design Plan.

f. [REDACTED]

### **6.3 Facility New Installations.**

a. Conduct surveys with NYPD personnel to identify specific installation locations and determine feasibility.

b. Based on the surveys conducted, Develop/Produce a new Facility Site Design Plan/New Aggregation Site Design Plan.

c. [REDACTED]

d. Properly configure cameras.

e. Collaborate with NYPD resources, its vendors and contractors, and outside agencies/private stakeholders, as necessary, to facilitate installations.

f. Remove any legacy CCTV equipment at installation locations, at the direction of the NYPD.

#### **6.3.1 Maintenance.**

a. Provide preventative maintenance and break-fix for all facility security equipment:

i. 3,000+ CCTV cameras installed across 100+ facilities;

ii. Cabling and network components;

iii. All IP addressable equipment should be capable of [REDACTED]  
[REDACTED] Equipment experiencing intermittent failure conditions should be proactively replaced.

b. Remove and reinstall equipment as required by the NYPD due to installation requirements.

c. Maintain inventory of replaceable parts to ensure minimal downtime.

d. Adjust camera and equipment positioning when necessary due to

installation needs or other line of sight obstruction.

e. [REDACTED]

#### **6.3.2 Cabling and Installation Services.**

a. Per the New Facility Site Design Plan, the Contractor will:

i. [REDACTED]

ii. install, align and focus cameras;

iii. install [REDACTED] between telecommunications closets;

iv. [REDACTED]

v. label cameras and patch-panel ports as per the New Facility Design Plan.

#### **6.4 Cabling and Installation for Aggregation Sites.**

a. Per the New Aggregation Site Design Plan, the contractor will:

i. [REDACTED]

ii. [REDACTED]

iii. [REDACTED]

#### **6.5 Requirements of Contractor.**

a. Maintain sufficient vehicles (including bucket trucks) and personnel to support the ongoing maintenance and future installations in all work streams simultaneously.

b. Maintain staffing to support 24/7 phone support, next business day response for routine incidents, and four-hour onsite response for critical incidents. Track dispatching and ticketing of service orders for review by the NYPD.

c. Provide a full time embedded local resource to coordinate activities at a location identified by the NYPD.

d. Participate in bi-weekly project review meetings on site.

e. Provide storage of all equipment pending installation, as well as any equipment temporarily removed as directed by the NYPD. Storage will be required until conditions allow for equipment to be redeployed to the field.

f. Participate in the change management process which includes:

temporary removal of field equipment, storing of removed equipment, updating documentation to reflect removals, installation and documentation of required software updates for all ARGUS/Facility Systems.

g. Keep current and provide quarterly documentation of [REDACTED] and Aggregate locales. Documentation to include physical addresses, locations of installed equipment, inventory of installed equipment, schedule of preventative maintenance visits, and activities performed.

i. Information to be provided in both spreadsheet and a mapping system format of NYPD selection (*i.e.* .kmz, Google Earth).

**6.6 Training Services.** Contractor will provide the following training services:

a. Facility Operations Training:

i. Upon substantial completion of a worksite's Facility Security Camera System's installation, Contractor will conduct a training session with the local facility staff regarding daily operational use.

b. General Operations Training:

i. Upon request by NYPD, Contractor will provide training sessions at an NYPD facility on topics including but not limited to typical system operator activities of the ARGUS CCTV system and management and supervisory functions;

ii. Contractor will be given three business days' notice before a training session is to be conducted on-site at a facility to be determined by NYPD. Attendees will be coordinated by NYPD. Genetec training manuals will be supplied by Contractor.

**ARTICLE VII**

**ROUTINE MAINTENANCE, SUPPORT, AND REPAIRS**

**7.1 Maintenance.** During the term of this Agreement, the Contractor shall maintain the Systems in normal, Original Equipment Manufacturer specified working order. The systems will be maintained at the same standard in which they were deployed and accepted by the NYPD. In addition to the one-year standard warranty, the Contractor shall provide complete maintenance and repair services for all components of the system for up to five years, from the date of original installation and acceptance during the term of this agreement.

**7.2 Call Center Services.**

a. Contractor will provide live-operator call center services available to receive trouble calls 24 hours a day/7 days a week/365 days a year. The call center will provide:

- i. Ticket creation and call tracking;
- ii. Technician assignment and scheduling;
- iii. Client notification of ticket completion;
- iv. Activation of on-call resources for NYPD declared critical incidents.

### **7.3 Remotely Delivered Support Services.**

a. Contractor will provide Remotely Delivered Support Services during normal business hours from 8 AM to 4:30 PM EST, Monday through Friday.

i. [REDACTED] Support Services:

1. [REDACTED] NYPD Premises Equipment for problem determination or corrective action purposes through a secure network connection.

2. [REDACTED]

ii. Telephone Support Services:

1. Verbally performing problem determination steps during a phone conversation with NYPD on-site resources with the objective of correcting the symptom immediately without requiring an on-site service.

b. The Contractor's Embedded Resource will provide remote support during business hours. A wide area network connection should be made available by NYPD in order to utilize Remote Access Support services. NYPD shall provide authentication and VPN encryption services for the connection.

c. Routine calls received after 2 PM EST will be registered as the next business day for purposes for Response Time Tracking.

d. Contractor will provide its best efforts to meet the following target response times:

- |                                 |                     |
|---------------------------------|---------------------|
| i. Routine Support Objective:   | Four Business Hours |
| ii. Critical Support Objective: | One Hour            |

### **7.4 Dispatched Field Services.**

a. The Contractor will provide on-site Dispatched Field Services during normal business hours from 8 AM to 4:30 PM EST, Monday through Friday. These services will include but not be limited to:

- i. Perform on-site problem determination Services to identify the root

cause of the reported fault symptom;

ii. Perform on-site corrective action Services necessary to remedy the cause of the fault symptom;

iii. Removal or reinstallation of equipment as directed by NYPD;

iv. Removal of damaged units for repair at Contractor's Technology Center.

b. The Contractor will provide Emergency on-site Dispatched Field Services when a Critical Emergency is declared.

i. Critical Emergency dispatches may be requested at any time, 24 hours a day/7 days a week/365 days a year.

c. Contractor will attempt to resolve all Dispatched Repair Requests through remotely delivered support services before dispatching an on-site technician.

i. The NYPD reserves the right to direct a field response by Contractor, based on the circumstances of the problem/camera outage.

d. Service issues requiring an on-site technician to be dispatched resulting from Acts of God, Abuse, or Vandalism are not included under the monthly maintenance pricing schedule and may be separately charged for.

e. Routine calls received after 2 PM will be registered as the next business day for purposes of Response Time Tracking.

f. Critical Emergency Dispatches are mutually agreed to be a full eight hours of chargeable time, in addition to the monthly maintenance charges for each occurrence. Under no circumstances will NYPD be charged for multiple days for a Critical Emergency Dispatch, regardless of hours spent on dispatch.

g. The Contractor will provide its best efforts to meet the following target response times:

i. Routine Support Objective: Next Business Day

ii. Critical Support Objective: Four Hours

**7.5 Repair/Replacement.** With the exception of Force Majeure (as described in Article XVI), the Contractor shall repair failed equipment based on the following schedule:

a. The Contractor will provide repaired or replacement equipment for the items covered under this Agreement. Written notice will be sent to NYPD Project Manager, or designee, before installation is accomplished. The Contractor will not accomplish any work without having given NYPD Project Manager, or designee, written notice.

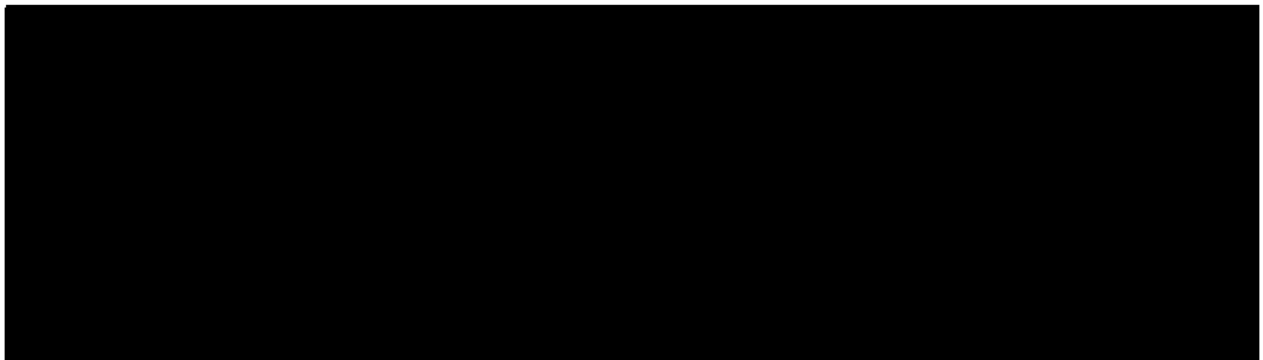
b. The Contractor will maintain an inventory of field replaceable parts, at its own expense, to minimize equipment downtime.

c. The Contractor will process all Return Materials Authorization (RMA) forms or other related paperwork as necessary including return payment of shipping charges to secure repaired or replacement units from Original Equipment Manufacturers (OEM) on behalf of NYPD during the duration of this Agreement.

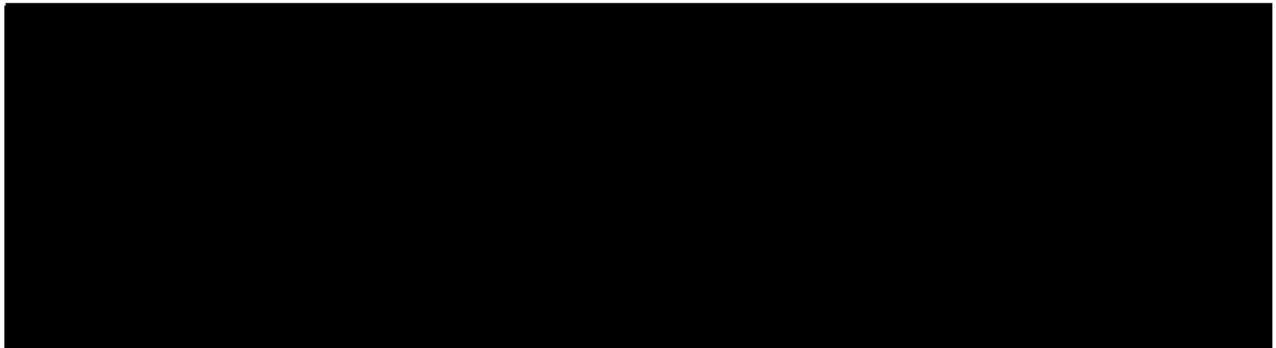
d. Equipment provided under this Agreement will be of approximate equal value to the item being replaced. The Contractor will make all commercially reasonable attempts to replace equipment with the same manufacturer and model number as the item being replaced when possible.

#### **7.6 Preventative Maintenance Services.**

a. ARGUS units:



b. Facility Sites:



c. Aggregation Sites:

- i. (Aggregation site preventative maintenance removed by best and final response. Inspection and cleaning will be performed as necessary during trouble-ticket service call visits.)

#### **7.7 Equipment Temporary Storage Services.**

a. The Contractor will provide climate controlled, secure storage for temporarily removed ARGUS Units at its Technology Center. The Contractor, as bailee, will be solely responsible for any damages that may occur to Unit while in its temporary possession.

b. The Contractor will provide asset tracking services to ensure a Unit removed from a specific location is returned to the same specific location once the site is ready for reinstallation services.

## **ARTICLE VIII**

### **KNOWLEDGE TRANSFER**

**8.1 Knowledge Transfer.** Upon the request of NYPD, SW24 and any of its Subcontractors shall provide NYPD, or designee, at no additional cost, with training of the ARGUS CCTV Camera System and the Facility Security Camera System, (the "Systems"), for the purpose of transferring to NYPD, or designee, the know-how of SW24 used to perform, install, network, and maintain the Systems (the "Services"). Such knowledge transfer shall be accomplished using SW24 personnel and available resources dedicated to the Services. SW24 and its Subcontractors shall ensure that the use of such persons and resources does not adversely affect the performance of the Services. The knowledge transfer shall be sufficient to enable NYPD, or designee, to perform the Services in the event of contract cancellation, insolvency of SW24, election of a successor Vendor, a decision by NYPD not to renew the contract, or other event resulting in transfer of the Services to NYPD. Any such transfer of knowledge shall not act as a transfer of any SW24 Intellectual Property Rights except as otherwise described in this Agreement.

## **ARTICLE IX**

### **INSTALLATION, CONFIGURATION, AND ACCEPTANCE**

**9.1 Installation.** The following provisions for the testing and acceptance of the ARGUS CCTV and Facility Security Camera systems in each worksite shall apply:

- a. During the installation at each location, the Contractor shall maintain a qualified professional technician to answer any questions resulting from questionable test results or to fix any identified product malfunctions discovered during the test/acceptance of such installation. The System shall not be moved to a production environment until that final acceptance testing of such installation is complete. System Acceptance at a worksite or facility shall be determined by NYPD's Project Manager, or designee, and the Contractor's Project Manager, or designee.
- b. The Department shall not accept the Installation and authorize payment to the Contractor until an acceptance test has been successfully completed. The NYPD Project Manager, with the assistance of any required NYPD specialists, shall have up to 30 days to conduct detailed testing on the production System, before



implementation, in a live environment. Final acceptance by the Department shall not take place until the successful completion of acceptance testing. Before acceptance is granted, the Department shall consider, at a minimum, the following:

- i. Has the Contractor met the Department's requirements?
- ii. Does the quality of the product indicate that the product is ready for full release to the Department?
- iii. Shall undetected or unresolved problems in the product lead to more problems in the live-cycle stage?
- iv. Does the number of trouble reports indicate that the product should be reworked before proceeding to the live-cycle state?
- v. Do the types of defects suggest risk to mission critical concerns?
- vi. Is the testing activity complete?

## **9.2 Configuration and Commissioning Services.**

### **a. ARGUS Locations**

- i. Contractor will perform final alignment of the sending and receiving antennas.
- ii. Contractor will configure any site specific [REDACTED] as required.

iii. [REDACTED]

### **b. Aggregation Sites**

- i. Contractor will perform final alignment of the [REDACTED]

### **c. Facility Sites**

- i. Contractor will configure any site specific [REDACTED] as required.

ii. Contractor will [REDACTED]

**9.3 Acceptance.** During the 30 Day acceptance test period, the Contractor shall be notified in writing if:

- a. The Department requires the Contractor to repair, change, or replace any component of the System that does not meet the system requirements; or

- b. The Department in anyway cannot accept the System; or
- c. That the System is accepted by the NYPD.

**ARTICLE X**  
**WARRANTY/EXTENDED WARRANTY and MAINTENANCE and FUTURE**  
**CONSIDERATIONS**

**10.1 One Year Warranty.** Upon written Acceptance by the Department of each ARGUS CCTV and each Facility Camera System installed, the Contractor will provide complete warranty (hereinafter referred to as System Warranty) for a Five Year Term.

**10.2 System Warranty.** During the System Warranty term, the contractor will provide the Department with:

- a. All codes, plans, and documentation necessary for any future systems maintenance vendors, or NYPD personnel, to maintain the system upon completion of this Agreement. The Contractor agrees not to include any imbedded code or other proprietary schemes that will limit the ability of the NYPD to select a qualified vendor or its own personnel to maintain the system upon completion of the term of the Agreement, plus any Renewal period.
- b. Notification of any defect or malfunctions in the hardware, equipment, computerized systems or documentation, including any that the Contractor discovers from any source. The Contractor will be responsible for correcting any defects or malfunctions in the products, services, or Systems including computerized systems or documentation discovered at any time by either the Contractor or the NYPD. The Contractor will also provide the NYPD with corrected copies of the corresponding documentation.
- c. All subsequent enhancements to the products, services, or Systems and documentation. Enhancements include all updated versions and modifications to the products, services, or Systems and previously customized computerized systems.

**10.3 Installation Warranty and Labor Warranty.** Contractor warrants its installation services to be free from material defect for a period of one year from the date of project Acceptance. Material installation defects reported, in writing, to Contractor during the warranty period shall be repaired at no cost to NYPD.

Contractor supplements Manufacturer Warranties with a 90-day labor agreement from the date of project Acceptance. During this period the Contractor shall at no cost to NYPD, diagnose, remove, repair, or replace, and reinstall products installed by Contractor and determined after installation by Contractor, after consultation with NYPD Project Manager, or designee, to be defective.

These limited warranties do not cover damage or faults resulting from

Vandalism, Force Majeure as defined in this Agreement, improper or negligent operation or service by others not previously authorized by Contractor, or operation in environments exceeding Manufacturer Specifications.

**10.4 Representations and Warranties Relating to Agreement Validity.** Each Party represents and warrants to the other Party that:

- a. it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement; and
- b. it has taken all requisite Corporate action to approve the execution, delivery and performance of this Agreement; and
- c. this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and
- d. its execution of and performance under this Agreement shall not violate any applicable regulations, rules, statutes or court orders of any local, state, or federal government agency, court, or body existing on the Notice of Award Date or any agreement or other instrument existing on the Notice of Award Date to which such Party is a party or by which such Party is bound.

**10.5 Exclusion of Warranties.** THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES FROM CONTRACTOR. EXCEPT FOR THE WARRANTIES OF CONTRACTOR EXPRESSLY AND EXPLICITLY SET FORTH HEREIN, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CONTRACTOR SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO CONTRACTOR'S OR DEPARTMENT'S TRANSMISSION FACILITIES, PREMISES OR EQUIPMENT, OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF DEPARTMENT'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD. CONTRACTOR MAKES NO WARRANTY FOR USE OF THE ARGUS CCTV/FACILITY CAMERA SYSTEMS AS A COMPONENT IN LIFE SUPPORT SYSTEMS OR DEVICES, SYSTEMS, OR WITH RESPECT TO THE PERFORMANCE OF ANY SOFTWARE OR FIRMWARE.

## **ARTICLE XI**

### **DEFAULT AND CONTRACT CHANGES**

**11.1 Default and Cure.** Default and cure procedures shall be in accordance with Article 10.03, 10.04, 10.05 and 10.06 of Appendix A, attached to this Agreement. In case of Contractor's default, the time for Contractor to cure pursuant to Section 10.03B of Appendix A will be thirty (30) days from the Contractor's receipt of the Notice.

to Cure. Contractor has the right to pursue claims against the Department in accordance with Appendix A, Claims.

**11.2 Contract Changes.** During the course of performing the work required under this Agreement, the Contractor may be required to perform additional work within the general scope of the Agreement. At such time when additional work is required, the NYPD shall forward to the Contractor a description of the change order work to be accomplished and request that a proposal be offered within a given period. No work shall commence by the Contractor without prior written authorization from the NYPD. All parts and labor costs for additional work shall be based upon rates specified in the Contractor's cost proposal where such costs exist. Contract Change Order Costs shall be limited to the following:

- a. If unit prices exist, as per the Contractor's cost proposal, the contract change order work shall be billed at the rates set forth in the Contractor's cost proposal.
- b. If unit prices do not exist for change order work being performed directly by the Contractor, the NYPD shall negotiate a fair and reasonable price for the contract change order work. Under this circumstance, the Contractor shall be entitled to actual costs plus a mark-up limit of 10% for overhead and administrative costs plus 10% for profit. However, the base (actual) cost for such work shall be based on industry-accepted rates (for labor – such as standard prevailing wages) and fair and reasonable costs for parts and supplies. If in its opinion, the NYPD finds such costs to appear to be unfair, unsubstantiated, or above the market rate for such services or goods, the Contractor shall provide a written statement explaining in detail its cost determination. If the NYPD finds such cost determinations to be unfair or unsubstantiated, the NYPD shall order the Contract to proceed at the costs the NYPD deems fair and reasonable. The Contractor must then perform the change order work.
- c. If unit prices do not exist for change order work being performed by third party vendors or subcontractors, the NYPD shall negotiate a fair and reasonable price for the contract change order work. Under this circumstance, the Contractor shall provide a detailed cost breakdown of the subcontractor's or third party vendor's costs. The Contractor shall be entitled to a maximum 5% mark-up over the subcontractor's or third party vendor's costs. However, the subcontractor's or third party's costs shall be evaluated by the NYPD to determine its fairness and reasonableness. If in its opinion, the NYPD finds such costs to appear to be unfair, unsubstantiated, or above the market rate for such services of goods, the Contractor shall provide a written statement explaining in detail its cost determination. If the NYPD finds such cost determinations to be unfair or unsubstantiated, the NYPD shall order the Contractor to order the subcontractor or third party vendor to proceed at the costs the NYPD deems fair and reasonable. The subcontractor or third party vendor must then perform the change order work.
- d. The Contractor shall apply its guarantee of best costs to all change order work.

**ARTICLE XII**  
**LIMITATION OF LIABILITY**

**12.1 Exclusion of Indirect, Consequential and Similar Damages.**

a. CONTRACTOR DOES NOT EXCLUDE OR LIMIT ITS LIABILITY (IF ANY) TO THE DEPARTMENT FOR ANY MATTER FOR WHICH IT WOULD BE ILLEGAL TO EXCLUDE OR LIMIT ITS LIABILITY, INCLUDING FOR: DEATH OR PERSONAL INJURY RESULTING FROM CONTRACTOR'S NEGLIGENT OR WILLFUL ACTS OR OMISSIONS INCLUDING ACTS OR OMISSIONS WHICH CONSTITUTE FRAUD.

b. EXCEPT FOR PAYMENTS OWED UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOST PROFITS (ACTUAL OR ANTICIPATED), UNAVAILABILITY OF ALL OR PART OF THE ARGUS CCTV OR FACILITY CAMERA SYSTEMS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. CONTRACTOR SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE ARGUS CCTV/FACILITY CAMERA SYSTEMS WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT NYPD MAY UTILIZE IN CONJUNCTION WITH THE ARGUS CCTV/FACILITY CAMERA SYSTEMS OR TO WHICH NYPD MAY CONNECT THE ARGUS CCTV/FACILITY CAMERA SYSTEM.

**ARTICLE XIII**  
**INSURANCE**

**13.1 Obligation to Obtain.** During the Term, the Contractor agrees to obtain and maintain not less than the following insurance coverage:

- a. The Contractor shall procure a Commercial General Liability Insurance (CGL) policy in the sum of not less than One Million (\$1,000,000) Dollars per occurrence, Two Million (\$2,000,000) Dollars aggregate, and Ten Million (\$10,000,000) Dollars umbrella in the Contractor's name, and adding the "City of New York, its officers and employees as additional insureds." The CGL shall be endorsed to cover liability assumed by the Contractor for bodily injury and property damage including coverage for premises-operations, blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations and explosion, collapse and underground. The limit requirements stated above may be met through a combination of primary and excess policies.

- b. The CGL shall be in effect before the commencement of work and must be maintained during the life of the contract, and any subsequent Renewal. The CGL shall protect the City, the Contractor, and its subcontractors performing work at worksites from claims for property damage or bodily injury that may arise from operations under this contract, whether such operations are performed by it or anyone directly or indirectly employed by the Contractor.
- c. The City, its officers, officials and employees are to be covered as additional insureds for liability arising out of activities performed by or on behalf of the Contractor, and products and completed operations of the Contractor in each case solely with respect to those matters for which Contractor is required to provide indemnification under this Agreement. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officers, officials, and employees.
- d. The Contractor's insurance coverage shall be the primary insurance for the City, its officers, officials, and employees with respect to this contract.
- e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to NYPD, its officers, officials and employees.
- f. The Contractor'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.
- g. The CGL policy shall contain no exclusions or endorsements that are not acceptable to the City and shall be on a form and issued by an insurance company acceptable to the City.
- h. In the event that any claim is made or any action is brought against the City arising out of negligent or careless acts of an employee of the Contractor, and said claim is adjudicated and results in a decision against Contractor or Subcontractor, either within or without the scope of his employment, or arising out of Contractor's negligent performance of this Agreement, then the City shall have the right to withhold further payments hereunder for the purpose of set off in sufficient sums to cover the said claim or action. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**13.2 Workers' Compensation Insurance.** Pursuant to §57 of the New York State Workers' Compensation Law, the Contractor must submit proof of workers' compensation and disability benefits coverage to the NYPD prior to the execution of any contract resulting from this solicitation. The Contractor shall maintain coverage of workers' compensation and disability coverage throughout the term of this contract, plus any renewals or time extensions thereto, and shall submit proof of coverage to the NYPD.

**13.3 Employer's Liability Insurance.** Before performing any work on the Contract, the Contractor shall procure Employer's Liability Insurance, in the amount of \$1,000,000 per occurrence, affording compensation for all employees providing labor or

services for whom Workers' Compensation coverage is not a statutory requirement.

**13.4 Automobile Insurance.** Before commencing work at a worksite, the Contractor shall procure an Automobile Liability Insurance policy in the Contractor's name, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and endorsed to cover liability assumed by the Contractor under the indemnity provisions of this agreement.

- a. This insurance policy must be maintained during the life of the contract and shall include comprehensive form coverage for all owned, hired, and non—owned vehicles used in connection with the requirements of this contract.
- b. The Automobile Liability Policy shall contain no exclusions or endorsements that are not acceptable to the City and shall be on a form and issued by an insurance company acceptable to the City.
- c. The City its officers, officials, and employees are to be covered as insureds for liability arising out of activities performed by or on behalf of the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officers, officials, and employees.
- d. The Contractor's insurance coverage shall be primary insurance for the City, its officers, officials, and employees with respect to this contract.
- e. The contractor'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. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, and employees.

**13.5 Policy Requirements.** The Contractor shall obtain and maintain the insurance policies required above with companies rated A- or better by Best's Key Rating Guide or with a similar rating by another generally recognized rating agency. If the Contractor provides any of the foregoing coverages through a claims-made policy basis, the Contractor shall cause such policy or policies to be maintained for at least twelve (12) months beyond the expiration of this Agreement.

**13.6 Failure to Maintain Insurance.** Certificates confirming renewals of insurance shall be presented to the Department not less than 30 days prior to the expiration date of coverage until all operations under this contract are deemed completed. If Contractor fails to procure, maintain, or renew the insurance listed above during the term of this Agreement and pay any and all premiums in connection therewith, the Department may obtain such coverage and all monies so paid by the Department shall be repaid by Contractor to the Department upon demand. The Department may offset the cost of the premiums against any monies due to Contractor from The Department under this Agreement. The limits set forth above are minimum limits and shall not be construed to limit the liability of either Party.

**13.7 Waiver of Subrogation.** The Contractor shall use its commercially reasonable efforts to obtain from the insurance companies providing the coverages required by this Agreement a waiver of all rights of subrogation or recovery in favor of the other Party and, as applicable, its members, managers, shareholders, Affiliates, assignees, officers, directors and employees, or any other party entitled to indemnity under this Agreement.

**13.8 Blanket Policies.** Nothing in this Agreement shall be construed to prevent the Contractor from satisfying its insurance obligations pursuant to this Agreement under a blanket policy or policies of insurance that meet or exceed the requirements of this Article 13.

#### **ARTICLE XIV** **CITY PROPERTY**

**14.1 City Property.** Customized Software shall mean the interface customizations and customizations being included/delivered by the Contractor under this Agreement. Customized Software, data, reports and information shall belong to the NYPD and the following provisions, and the provisions of Design Acceptance shall apply:

- a. All Customized Software and all reports, data, information, and flow charts provided and developed under this contract which relate to the Customized Software, or which include information which is unique to NYPD, shall be the sole property of the NYPD and will be transmitted to the NYPD promptly upon request, completion or termination of the contract, at no cost to the NYPD, in a format that is easily useable and does not contain any proprietary software or other materials of the Contractor or third parties. The Contractor shall provide to the NYPD an extraction function that allows the NYPD to extract out the NYPD's data without proprietary restrictions at any time the NYPD requires such information, at no additional cost to the City. The Contractor will not include any imbedded codes or proprietary schemes that limit the ability of the NYPD to continue usage of such information. Customized Software shall be considered "work-made-for-hire" within the meaning and purview of the US Copyright Act, 17 U.S.C. §101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist.
- b. To the extent that any Customized Software does not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in the Customized Software to the city, free and clear of any liens, claims, or other encumbrances.
- c. Software, data, flow charts, reports, and information provided to the Contractor by the NYPD, remains the sole property of the NYPD. The Contractor does not have the right to retain copies of any product, software, report, data, etc., developed or



acquired as result of this contract either for further use or for purposes of resale. The Contractor shall transmit such materials to the NYPD promptly upon request, completion or termination of the contract, at no cost to the NYPD, in a format that is easily usable and does not contain any proprietary software or other materials of the Contractor or third parties.

- d. All Customized Software produced under any contract or subcontracts awarded, as a result of this Agreement, will be retained by the NYPD.
- e. Any data resulting from the NYPD's use of the System shall become the sole property of the NYPD.

## **ARTICLE XV**

### **CONFIDENTIALITY, SECURITY, AND CYBERSECURITY**

**15.1 Confidentiality Obligation.** Each Party (the "Receiving Party") shall keep confidential and not disclose, directly or indirectly, to any third party any Confidential Information, which has been designated as confidential, proprietary or private or which, from the circumstances, in good faith should be treated as confidential, received from the other party (the "Disclosing Party") without the prior written consent of a duly authorized officer of the Disclosing Party. Each Receiving Party shall use, copy and disclose the Confidential Information of the Disclosing Party solely for purposes of performing this Agreement. All Confidential Information of a Party shall be and shall remain the property of such Party. The Receiving Party shall deliver to the Disclosing Party, upon written request by the Disclosing Party, all Confidential Information of the Disclosing Party then in the Receiving Party's possession or control, directly or indirectly, in whatever form it may be (including, without limitation, magnetic media) or certify its destruction to the Disclosing Party. Each Receiving Party shall take all necessary and reasonable action, by instruction, agreement or otherwise, with its employees, consultants, subcontractors, Affiliates and representatives to satisfy its obligations pursuant to this Article XV. The Receiving Party's obligations hereunder with respect to confidentiality, non-disclosure and limitation of use of the Disclosing Party's Confidential Information shall be for the term of the Agreement plus ten (10) years. For purposes of this Section 15.1, a third party shall not include an entity which has a need to know the Confidential Information and which owns, is owned by, or is under common ownership with the Receiving Party to this Agreement.

**15.2 Permitted Disclosures.** Notwithstanding any other provision herein, the Receiving Party shall not be required to hold confidential any information that:

- a. becomes publicly available other than through the Receiving Party;
- b. is required to be disclosed by an order, rule, or regulation of any Government Authority with jurisdiction over the Receiving Party, or in any proceedings conducted with respect to this Agreement or pursuant to a filing with the Securities and Exchange Commission, provided that the Receiving Party shall only disclose whatever information is strictly necessary to satisfy such a requirement and shall promptly notify the

Disclosing Party of such requirement in order to provide the Disclosing Party adequate time to prepare a response or objection to such disclosure requirement (any disclosures made pursuant to this Section 15.2(b) shall not change the status of any Confidential Information);

- c. is independently developed by the Receiving Party without reference to Confidential Information;
- d. becomes available to the Receiving Party without restriction from a third party.

**15.3 Publicity.** Neither Party shall: (a) use the name, service mark, trademark, trade name, logo, or trade dress of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication, unless it obtains the other Party's prior written approval.

**15.4 Breach of Security.** The Contractor shall provide notice to the Department within three days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 ("Personal Identifying Information"), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under the Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under the Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

**15.5 CJIS Compliance.**

- a. Contractor will be responsible for complying with the Federal Bureau of Investigation Criminal Justice Information Services ("CJIS") Security Addendum, attached hereto as Appendix G. An authorized representative shall sign the Certification to the Addendum on behalf of the Contractor. Contractor shall instruct its employees that individual employees may also be required to sign the Certification, at the discretion of the NYPD Chief Security Officer.

- b. In order for Contractor's employees to access CJIS data, Security Awareness Training and fingerprinting are required. NYPD shall offer Security Awareness Training and conduct fingerprinting of Contractor employees. There will be a fee of up to \$43.00 per person for fingerprinting administration which will be the responsibility of the Contractor and be provided to the NYPD Fingerprinting Section as a money order at the time of fingerprinting. The cost of fingerprinting, as indicated above, is subject to cost increases over the term of this contract.
- c. Failure to comply with these requirements shall constitute a material breach of this Agreement.

## **15.6 Cybersecurity Requirements.**

### **1. Basic Safeguarding of Covered Contractor Information Systems**

(a) Definitions. As used in this clause—

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Department contract information.

"Department contract information" means information, not intended for public release, that is provided by or generated for the Department under a contract to develop or deliver a product or service to the Department, but not including information provided by the Department to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- i. Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- ii. Limit information system access to the types of transactions and functions that

authorized users are permitted to execute.

- iii. Verify and control/limit connections to and use of external information systems.
- iv. Control information posted or processed on publicly accessible information systems.
- v. Identify information system users, processes acting on behalf of users, or devices.
- vi. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- vii. Sanitize or destroy information system media containing Department Contract Information before disposal or release for reuse.
- viii. Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- ix. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- x. Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- xi. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- xii. Identify, report, and correct information and information system flaws in a timely manner.
- xiii. Provide protection from malicious code at appropriate locations within organizational information systems.
- xiv. Update malicious code protection mechanisms when new releases are available.
- xv. Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies, State agencies, or City agencies and departments relating to covered contractor information systems generally.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items),

in which the subcontractor may have Department contract information residing in or transiting through its information system.

## 2. Software Bill of Materials (S-BOM) –

### a. DELIVERIES.

i. All deliveries of software, firmware, or any product that contains an executable component will include a comprehensive and confidentially-supplied list of each third party commercial or open-source executable component used in the software, firmware, or product, including the component's version number.

#### ii. Each S-BOM will:

1. Be machine readable in a standard PDF format;
2. Contain the name of the executable component;
3. Include the version number of the executable component;
4. List any known vulnerabilities associated with each executable component;
5. List any written justification required in accordance with this paragraph; and
6. Be provided to NYPD at the time of delivery and will be updated throughout the support term of the contract, and any renewal thereof.

iii. An S-BOM will not include the custom code written by the Contractor in any software, firmware, or hardware that does not include third-party commercial or open-source executable components.

### b. S-BOM ATTESTATION.

#### i. The Contractor will attest in writing that:

1. The delivered software, firmware, or any product that contains an executable component does not have a known vulnerability that is listed in the National Vulnerability Database Security Weakness and Vulnerability enumeration (<https://nvd.nist.gov/home.cfm>), or the New York State Cyber Security Advisories enumeration (<https://its.ny.gov/eiso/advisories>); and
2. Any executable component that is known to be vulnerable is the least vulnerable version available.

### c. S-BOM NOTIFICATION AND JUSTIFICATION.

i. In a case in which the least vulnerable version of the executable component cannot be used, the Contractor will submit a written notification and

justification to the NYPD for such use;

ii. The NYPD will evaluate the Contractor's notification and justification to address the risk of using a more vulnerable item, but NYPD retains unilateral authority to reject or accept any such justification.

d. S-BOM UPDATES.

i. The software, firmware, or product will be written or designed in a manner that allows for any future security vulnerability or defect in any part of the software, firmware, or product to be easily patched, updated, or replaced to fix any newly discovered vulnerability or defect in the software, firmware, or product after the date of receipt of the software, firmware, or product; and the Contractor will include an updated S-BOM with each product update;

ii. The Contractor will provide the NYPD with a product update within 60 days after the discovery of any new security vulnerability in the S-BOM that is listed in the National or New York State Database; and

iii. The contractor will provide such timely updates throughout the duration of the vendor maintenance obligation or throughout the natural or defined end of life of the contract.

**ARTICLE XVI**  
**FORCE MAJEURE**

**16.1 Excused Performance.** Neither Contractor nor Department shall be in default under this Agreement with respect to any delay in its performance caused by any of the following conditions (each a "Force Majeure Event"): (a) act of God; (b) fire; (c) flood; (d) material shortage or unavailability not resulting from the responsible Party's failure to timely place orders or take other necessary actions therefor; (e) government codes, ordinances, laws, rules, regulations, or restrictions; (f) war, acts of terrorism or civil disorder; (g) power outages and cable cuts not due to Contractor's or its subcontractor's negligence; or (h) any other cause beyond the reasonable control of such Party. The Party claiming relief under this Article shall promptly notify the other Party in writing of the existence of the Force Majeure Event relied on, the expected duration of the Force Majeure Event, and the cessation or termination of the Force Majeure Event. The Party claiming relief under this Article XVI shall exercise commercially reasonable efforts to minimize the time for any such delay.

**ARTICLE XVII**  
**MISCELLANEOUS PROVISIONS**

**17.1 Interpretation.** The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content.

**17.2 Termination.** NYPD shall have the right to terminate this Agreement without cause provided that written notice of termination is given at least ten (10) calendar days prior to the effective date of the proposed termination. Upon termination of this Agreement, the Contractor shall immediately cease the provision of all services and return to the Department all Department equipment, materials and supplies, if any, that are owned by Department and are within the possession and control of the Contractor.

**17.3 Cumulative Remedies.** Except as set forth to the contrary herein, any right or remedy of Contractor or Department shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not. The provisions of Article XIII (Insurance) shall not be construed as limiting the Contractor's obligations.

**17.4 No Third-Party Rights.** Nothing in this Agreement is intended to provide any legal rights to anyone not an executing Party of this Agreement, except as expressly provided in the insurance provisions in this Agreement.

**17.5 Agreement Jointly Negotiated.** This Agreement has been fully negotiated between and jointly drafted by Contractor and Department.

**17.6 No Vendor Induced Inhibiting Code.** The Contractor shall not include any Vendor Induced Inhibiting Code (or VIIC) or any other inhibitor on reports and data submitted and provided to the Department under this Agreement with regard to any of the ARGUS CCTV/Facilities cameras or Network the cameras are plugged into. VIIC is defined as any deliberately included application or system code that will degrade performance, result in inaccurate data, deny accessibility, or adversely effect, in any way, programs or data or use of the camera systems or network.

**17.7 Industry Standards.** Except as otherwise set forth herein, for the purpose of this Agreement, the normal standards of performance within the camera surveillance and networking industry in the relevant market shall be the measure of whether a Party's performance hereunder is reasonable and timely.

**17.8 Right to Audit.** The NYPD reserves the right to audit the books and records of a Contractor or a Subcontractor to the extent that the books and record relate to the performance of the contract or subcontract whenever it is deemed appropriate. Books and records shall be maintained by the Contractor for a period of six years after the date of the final payment under the prime contract and by the subcontractor for a period of six years after the date of final payment under the subcontract. These audits may be performed by NYPD personnel or by outside auditors elected by the NYPD.

**17.9 Reports and Data.**

- a. DOCUMENTATION – The Contractor shall provide current and complete user and

technical documentation, including a detailed project schematic of each [REDACTED] and comprehensive documentation of all camera and network configurations and a glossary of all data elements used by the systems. Updated documentation shall be provided with all changes/updates to the system. Reports and data, if needed, will be written and delivered to the NYPD in a standard commercial form, with complete and acceptable documentation, as it is completed or acquired. Any software required for reading or processing reports and data shall be commercially available and approved by the NYPD before implementation.

- b. **CONSULTING SUPPORT** – The Contractor shall provide consulting support, project planning, project review, specifications, coding, testing and other consulting activities related to the Systems, as required by the NYPD.

**17.10 Limited Effect of Waiver.** The failure of either Contractor or Department to enforce any of the provisions of this Agreement, or the waiver thereof by Contractor or Department, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect. Any waiver of any provision hereof must be set forth in a written instrument and executed by the Party making such waiver.

**17.11 Applicable Law.** The domestic laws of the State of New York, without reference to its choice of law principles, shall govern this Agreement and it shall be construed accordingly. A choice of law, jurisdiction, or venue provision in any document provided by the Contractor and incorporated into this Agreement shall be null and void.

**17.12 Compliance.** Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any Good or Service provided pursuant to his Agreement complies with all pertinent provisions of federal, state, or local statutes, rules and regulations and that all necessary approvals thereunder have been obtained.

**17.13 PPB Rules.** This Agreement is subject to the PPB Rules. In the event of a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

**17.14 Severability.** If any term, covenant or condition in this Agreement shall, to any extent, be determined to be invalid or unenforceable by a Court or body of competent jurisdiction, then (i) this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent, and (ii) the remainder of this Agreement shall be valid and enforceable.

**17.15 No Partnership Created.** The relationship between Contractor and Department shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Contractor and Department, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.



**17.16 Subject to Appropriations – Nonfunding Clause.** All payment obligations of the Department created hereunder are conditioned upon the availability of Department funds duly appropriated and authorized for the payment of such obligations. Nothing in this section shall limit the rights of either the Contractor or Department to pursue a claim against the other.

**ARTICLE XVIII**  
**ASSIGNMENT AND SUBCONTRACTING**

**18.1 Assignment.**

- A. The Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement, or the right to execute it, or the right, title, or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior written consent of the Department. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance, or other disposition without such written consent shall be void.
- B. Before entering into any such assignment, transfer, conveyance, or other disposal of this Agreement, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee's disclosure that is required by PPB Rule § 2-08(e) must be submitted within 30 Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, past experience, and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Department shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.
- C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at the option of the Department. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Contractor's employees.
- D. The provisions of this Section 18.1 shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made

pursuant to the Laws of the State.

- E. This Agreement may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Contractor with written notice of any such assignment.

**18.2 Subcontracting.**

- A. In accordance with PPB Rule § 4-13, all subcontractors must be approved by the Department prior to commencing work under a subcontract.

1. *Approval when subcontract is \$20,000 or less.* The Department hereby grants approval for all subcontractors providing services covered by this Agreement pursuant to a subcontract in an amount that does not exceed \$20,000.00. The Contractor must submit monthly reports to the NYPD listing all such subcontractors.
2. *Approval when subcontract is greater than \$20,000.*

a. The Contractor shall not enter into any subcontract for an amount greater than \$20,000.00, without the prior approval by the Department of the subcontractor. Contractor shall inform any subcontractor and its employees, regardless of the subcontract amount, of the confidentiality of this project and will ensure any subcontractor and its employees execute Individual Non-disclosure Agreements, which will be forwarded to the NYPD Agency Chief Contracting Officer.

b. Prior to entering into any subcontract for an amount greater than \$20,000.00, the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor, the portion of the work and materials that it is to perform and furnish, and the estimated cost of the subcontract. If the subcontractor is providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available, the Contractor shall submit proof of professional liability insurance in the amount required by Article 7 of Appendix A.

c. Upon receipt the information required above, the Department in its discretion may grant or deny preliminary approval for the Contractor to contract with the subcontractor.

d. The Department shall notify the Contractor within 30 Days whether preliminary approval has been granted. If preliminary approval is granted, the Contractor shall provide such documentation as may be requested by the Department to show that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the required work, including, the proposed subcontract and/or any of the items listed in PPB Rule 4-13(d)(3).

e. Upon receipt of all relevant documentation, the Department shall notify the Contractor in writing whether the proposed subcontractor is approved. If the proposed subcontractor is not approved, the Contractor may submit another proposed subcontractor unless the Contractor decides to do the work. No subcontractor shall be permitted to perform work unless approved by the Department.

f. For proposed subcontracts that do not exceed \$25,000.00, the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within 45 Days of the Department's receipt of the written request for approval or, if PPB Rule 2-08(e) is applicable, within 45 Days of the Department's acknowledged receipt of fully completed disclosures for the subcontractor.

B. All subcontracts must be in writing. All subcontracts shall contain provisions specifying that:

1. The work performed by the subcontractor must be in accordance with the terms of the Agreement between the City and the Contractor;
2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City;
3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the Agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City; and
4. The subcontractor specifically agrees to be bound by Section 4.05(D) and Article 5 of this Appendix A and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

C. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

D. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

E. The Department may revoke the approval of a subcontractor granted or deemed granted pursuant to this Agreement if revocation is deemed to be in the interest of the City in writing on no less than 10 Days' notice unless a shorter period is warranted by considerations of health, safety, integrity issues, or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease

all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

F. The Department's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties, and liabilities under this Agreement. At the request of the Department, the Contractor shall provide the Department a copy of any subcontract.

G. Individual employer-employee contracts are not subcontracts subject to the requirements of this Agreement.

H. The Contractor shall report in the City's Payee Information Portal payments made to each subcontractor within 30 days of making the payment. If any of the information provided in accordance with Section 3.02(A)(2)(b) changes during the term of this Agreement, the Contractor shall update the information to NYPD accordingly. Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Department declaring the Contractor in default of the Agreement and will subject Contractor to liquidated damages in the amount of \$100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City.

## **ARTICLE XIX**

### **ENTIRE AGREEMENT; AMENDMENT; EXECUTION; PRECEDENCE**

**19.1 Integration; Exhibits.** This Agreement, including Appendix A, contains all the terms and conditions agreed upon between the Contractor and Department, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the named parties, or to vary any of the terms contained in this Agreement. The Appendices referred to herein are integral parts hereof and are made a part of this Agreement by this reference.

**19.2 No Parol Amendment.** This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Contractor and Department. No such amendment, modification, or supplement shall result in any modification of any limitation of liability or recourse benefiting any Released Parties that is adverse to such Released Parties.

**19.3 Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that fully-executed electronic copies or facsimile copies of this

Agreement is legally binding and shall act as originals for the purpose thereof.

**19.4 Headings.** Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.


**19.5 Precedence.** The Department accepts the Contractor's proposal to provide and maintain an ARGUS CCTV Camera system and a Facility Security Camera system and shall require the Contractor to perform such services in accordance with the requirements and information contained in this Agreement. In the event there is a conflict among and between the provisions of documents included in the Agreement, the controlling order (order of precedence) will be as follows:

- I. This Agreement (**PIN 05619SPEX137**);
- II. Appendix A – General Provision Governing Contracts For Consultants, Professional and Technical Services;
- III. Appendix B - NYPD's Information and Requirements for Application for Negotiation (PIN 05619SPEX137);
- IV. Appendix C – Contractor's BAFO Response dated July 24, 2019;
- V. Appendix D - Contractor's Technical and Price proposals;
- VI. Appendix E - Iran Divestment Act Compliance Rider for NYC Contractors;
- VII. Appendix F - Local Law #33-2012; "Whistleblower Protection Expansion Act;"
- VIII. Appendix G – FBI Criminal Justice Information Services Security Addendum;
- IX. Appendix H – Contractor's Summary of Deliverables.

[NO FURTHER TEXT ON THIS PAGE]

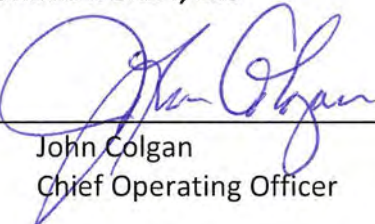
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in triplicate by their respective officers, duly authorized by the Contractor and by the Department, as follows:

**THE CITY OF NEW YORK POLICE DEPARTMENT**

BY:   
MICHAEL V. D'AMBROSIO  
Assistant Commissioner  
Management and Budget

Date: 1/24/2020

**SECUREWATCH24, LLC**

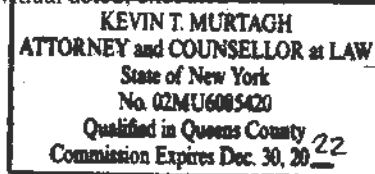
BY:   
John Colgan  
Chief Operating Officer

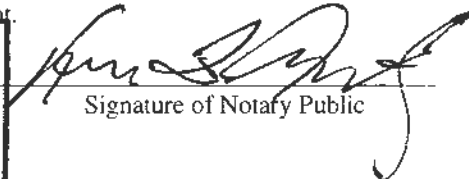
Date 1/27/2020

Acknowledgment of Contractor:

STATE OF NEW YORK, COUNTY OF New York, ss.:

On the 27<sup>th</sup> day of January, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared John Colgan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



  
Signature of Notary Public


Acknowledgment of Department:

STATE OF NEW YORK, COUNTY OF New York, ss.:

On the 29<sup>th</sup> day of January, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael V. D'Ambrosio, personally known to me or proved to me on the basis of satisfactory evidence to be the Assistant Commissioner, Management and Budget, for the City of New York acting through its Police Department, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Kimberlee A Scalia  
Notary Public, State of New York  
No. 02SC6386570  
Qualified in New York County

Commission Expires January 28, 2023

  
Signature of Notary Public

**CONTRACT TITLE:** Agreement for an ARGUS CCTV Camera System and a Facility Camera System for the New York City Police Department:

**PIN # 05619SPEX137**

**NEW YORK CITY POLICE DEPARTMENT  
DEPUTY COMMISSIONER LEGAL MATTERS  
APPROVED AS TO FORM  
CERTIFIED AS TO LEGAL AUTHORITY**

BY: 

NYPD Deputy Commissioner, Legal Matters

DATE: 1 / 6 / 20

**TAX AFFIRMATION**

The undersigned proposer or bidder affirms and declares that said proposer or bidder is ~~not~~ in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts except: not applicable.

Full name of Proposer or Bidder: **SECUREWATCH24, LLC**

Address: **One Penn Plaza, #4000**

City: **New York** State: **NY** Zip Code: **10119**

**CHECK ONE AND INCLUDE APPROPRIATE NUMBER:**

     A - Individual or Sole Proprietorship \*  
SOCIAL SECURITY NUMBER

— — — — —

  X   B - Partnership, Joint Venture or other unincorporated organization  
EMPLOYER IDENTIFICATION NUMBER  
20-0914683

     C - Corporation  
EMPLOYER IDENTIFICATION NUMBER

By   
Signature  
Chief Operating Officer  
Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

\* Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying of businesses which seek City contracts.



## CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

McGriff Insurance Services  
[Name of Broker (Print or Type)]

1150 Julian Dr. Watkinsville, GA 30677  
[Address of Broker (Print or Type)]

Wayne Dean  
[Signature of authorized official of broker]

Wayne Dean, Vice President  
[Name and title of authorized official (Print or Type)]

Sworn to before me this  
3 day of February, 2020

Debbie S. Pressley  
NOTARY PUBLIC



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>McGriff Insurance Services</b> <b>216 South Broad Street</b> <b>Monroe, GA 30655</b>		<b>CONTACT NAME:</b> Cert Team <b>PHONE (A/C, No, Ext):</b> [REDACTED] <b>FAX (A/C, No):</b> 877-657-1559 <b>E-MAIL ADDRESS:</b> [REDACTED]															
<b>INSURED</b> <b>Securwatch 24 LLC</b> <b>SW Security Services LLC</b> <b>1 Penn Plaza Ste 4000</b> <b>New York, NY 10119-4199</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Atlantic Specialty Insurance Company</td> <td>27154</td> </tr> <tr> <td>INSURER B : Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER C : Crum &amp; Forster Indemnity Company</td> <td>31348</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Atlantic Specialty Insurance Company	27154	INSURER B : Navigators Specialty Insurance Company	36056	INSURER C : Crum & Forster Indemnity Company	31348	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7110161510001	03/01/2019	03/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7110161510001	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			7110161510001	03/01/2019	03/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	E&O/Cyber			CM18PLI0BLJ5NNC	11/21/2018	03/01/2020	\$2mm occur/agg
C	Crime CL			6260369706	03/01/2019	05/01/2020	\$250,000/\$10K deduct

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

New York City Police Department The city its officers, officials, and employees are included as Additional Insured with respect to the General Liability (including ongoing and completed operations) and Automobile Liability policies on a primary and non contributory basis when required by written contract with Named Insured. Umbrella coverage follows form subject to policy terms, conditions, and exclusions.

\*\* General Liability Information \*\*

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>New York City Police Department</b> <b>One Police Plaza</b> <b>New York, NY 10038</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Rose Marie R. Scrogg</i>
------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## DESCRIPTIONS (Continued from Page 1)

Job#: 1

**\*\* Supplemental Name \*\***

First Supplemental Name applies to all policies - Securewatch 24 LLC

Policy# [REDACTED] : SW24 RSMB LLC

Policy# [REDACTED] : Monitor America LLC

Policy# CM18PLI0BLJ5NNC - : SW Security Services LLC;

Policy# CM18PLI0BLJ5NNC - : SW24 Alarms LLC

Policy# CM18PLI0BLJ5NNC - : Pinnacle Securewatch 24 LLC

Policy# CM18PLI0BLJ5NNC - : SW24 LLC

Policy# CM18PLI0BLJ5NNC - : Securewatch24 NJ LLC

Policy# CM18PLI0BLJ5NNC - : SW24 RSMB LLC

Policy# CM18PLI0BLJ5NNC - : Securewatch 24 LLC

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **@VANTAGE FOR GENERAL LIABILITY – NEW YORK**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

<b>SCHEDULE OF COVERAGE EXTENSIONS</b>	
<b>1. Additional Insured - Broad Form Vendors</b> <b>2. Additional Insured – by Contract, Agreement or Permit relating to:</b> <ul style="list-style-type: none"> <li>◦ Work performed by you</li> <li>◦ Premises you own, rent, lease or occupy</li> <li>◦ Equipment you lease</li> </ul> <b>3. Aggregate Limit Per Location</b> <b>4. Blanket Waiver of Subrogation</b> <b>5. Bodily Injury Redefined- Mental Anguish</b> <b>6. Broadened Named Insured</b> <b>7. Broadened Property Damage</b> <ul style="list-style-type: none"> <li>◦ Borrowed Equipment</li> <li>◦ Customers' Goods</li> <li>◦ Use of Elevators</li> </ul>	<b>8. Broadened Property Damage Rented Premises</b> <b>9. Coverage Territory – Worldwide</b> <b>10. Duties in Event of Occurrence, Claim or Suit</b> <b>11. Expected or Intended Injury (PD)</b> <b>12. Incidental Medical Malpractice</b> <b>13. Medical Payments</b> <b>14. Newly Acquired or Formed Organizations</b> <b>15. Non-Owned Aircraft</b> <b>16. Non-Owned Watercraft</b> <b>17. Personal and Advertising Injury</b> <b>18. Product Recall Expense</b> <b>19. Supplementary Payments Increased Limits</b>

### **1. ADDITIONAL INSURED – BROAD FORM VENDORS**

Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. This provision 1. does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained in Subparagraphs 4. or 6.; or
  - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) Any person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.

- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

## **2. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT**

- a. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

- b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless

- (a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and
- (b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";

2. To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;
3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;
4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

5. To any:

- (a) Lessor of equipment after the equipment lease expires; or
- (b) Owners or other interests from whom land has been leased; or
- (c) Managers or lessors of premises if:

- (1) The "occurrence" takes place after you cease to be a tenant in that premises; or
- (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

6. To "bodily injury, or "property damage" occurring after:

- (a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- c. **Limits of Insurance** applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the number of:

1. Insureds;

2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

### 3. AGGREGATE LIMIT PER LOCATION

- a. Under Section III – **Limits of Insurance**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.
- b. Under Section V – **Definitions**, the following definition is added:  
"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

### 4. BLANKET WAIVER OF SUBROGATION

Section IV – **Transfer of Rights of Recovery Against Others to Us** Condition is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

### 5. BODILY INJURY REDEFINED – MENTAL ANGUISH

Under Section V the definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

### 6. BROADENED NAMED INSURED

Section II – **Who Is An Insured** is amended to include as an insured the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement will be a Named Insured until the 180th day or the end of the policy period, whichever comes first, provided there is no other similar insurance available to that organization.

The insurance afforded herein does not apply to any entity which is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

### 7. BROADENED PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS

The insurance for "property damage" liability is subject to the following:

- a. The **Damage To Property** exclusion under Section I Coverage A is amended as follows:

1. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.

2. The exclusions for

- (a) Property loaned to you;
- (b) Personal property in the care, custody or control of the insured; and
- (c) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "Customers' Goods" is \$25,000 per "occurrence".

- b. Under Section V – **Definitions**, the following definition is added:

"Customers' Goods" means goods of your customer on your premises for the purpose of being:

1. Repaired; or
2. Used in your manufacturing process.

- c. The insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

#### **8. BROADENED PROPERTY DAMAGE – RENTED PREMISES**

- a. In the **Damage To Property** exclusion under Section I Coverage A, the exclusion for "property damage" to: Property you own, rent or occupy; does not apply to real property you rent or temporarily occupy with permission of the owner.
- b. In Section III – **Limits Of Insurance**, the Damage To Premises Rented To You Limit is amended as follows: Subject to the Each Occurrence Limit, \$500,000 is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or occupied by you with permission of the owner. If any amount other than \$500,000 is shown in the Declarations as the Damage To Premises Rented To You Limit, the amount shown in the Declarations will replace \$500,000 as the Limit of Insurance provided for this coverage.
- c. The insurance afforded by this Provision 8. is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

#### **9. COVERAGE TERRITORY - WORLDWIDE**

The definition of "coverage territory" is replaced by the following:

"Coverage territory" means anywhere. However, the insured's responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

#### **10. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Section IV – **Duties In The Event Of Occurrence, Claim or Suit** is amended by adding the following paragraphs:

- a. The requirements that you must
1. notify us of an "occurrence" offense, claim or "suit" and
  2. send us documents concerning a claim or "suit"
- apply only when such "accident" claim, "suit" or "loss" is known to:
1. You, if you are an individual;
  2. A partner, if you are a partnership;
  3. An executive officer of the corporation or insurance manager, if you are a corporation; or
  4. A manager, if you are a limited liability company.
- b. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers compensation claim, you must comply with the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**.

#### **11. EXPECTED OR INTENDED INJURY (PROPERTY DAMAGE)**

The **Expected Or Intended Injury** exclusion under Coverage A Bodily Injury and Property Damage is replaced by:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **12. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED PHYSICIANS, NURSES, EMT'S AND PARAMEDICS**

- a. Under Section II – **Who Is An Insured** the paragraph that excludes an employee or volunteer worker as insured for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services does not apply to a physician, dentist, nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.



- b. The insurance afforded by this provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

### 13. MEDICAL PAYMENTS – INCREASED LIMITS AND TIME PERIOD

- a. In the Insuring Agreement under Coverage **C Medical Payments**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
- b. The Medical Expense Limit is \$10,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
- c. This provision 13. does not apply if Coverage **C Medical Payments** is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

### 14. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under Section **II – Who Is An Insured**, the time period limitation for newly acquired or formed organizations is replaced by:

Coverage under this provision is afforded only until the end of the current policy period.

### 15. NON-OWNED AIRCRAFT

- a. The **Aircraft, Auto Or Watercraft** exclusion under Coverage **A Bodily Injury And Property Damage Liability** does not apply to an aircraft that is:
  - 1. Hired, chartered or loaned with a paid crew; and
  - 2. Not owned by any insured.
- b. The insurance afforded by this provision 16. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

### 16. NON-OWNED WATERCRAFT

- a. Section **II – Who Is An Insured** is amended to include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:
  - 1. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
  - 2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- b. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under Coverage **A Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 51 feet.
- c. The insurance afforded by this provision 17. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

### 17. PERSONAL AND ADVERTISING INJURY

The following is added to the definition of "personal and advertising injury":

Discrimination because of race, color, creed, national origin, age, sex or physical disability, where insurance therefore is not prohibited by law, but only if such discrimination is:

- a. not done intentionally by or at the direction of:
  - (1) the insured; or
  - (2) any executive officer, director, stockholder, partner or member of the insured staff; and
- b. not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

The insurance afforded under this provision does not apply to fines or penalties, or that portion of any award or judgment caused by trebling or multiplication of actual damages under state or federal law.

This provision does not apply if Coverage **B Personal and Advertising Injury Liability** is otherwise excluded either by the provisions of this Coverage Form or by any endorsement.



## 18. PRODUCT RECALL EXPENSE

- a. With respect to this Provision 19., the **Recall Of Products, Work Or Impaired Property** exclusion under Coverage A **Bodily Injury And Property Damage Liability** is deleted.
- b. The following is added to Section III – **Limits Of Insurance** section:
  1. The Limits of Insurance shown in the Product Recall Schedule and rules below fix the most we will pay regardless of the number of
    - (a) Insureds;
    - (b) "Covered recalls" initiated; or
    - (c) Number of "your products" recalled.
  2. The Product Recall Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
  3. Subject to 2. above, the Each Product Recall Limit is the most we will reimburse you for the sum of all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.

Products Recall Schedule	
	Limits of Insurance
Product Recall Aggregate Limit	
Each Product Recall Limit	

The Limits of Insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance. However, the previous sentence does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

- c. The following is added to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** provision under Section IV – **Conditions**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

1. Give us notice as soon as reasonably possible of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
  2. Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
  3. As often as may be reasonably required, permit us to inspect "your product" that demonstrates the need for the "covered recall" and permit us to examine your books and records. Also permit us to take damaged and undamaged samples of "your products" for inspection, testing and analysis; and permit us to make copies from your books and records;
  4. Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and
  5. Permit us to examine any insured under oath, while not in the presence of any other insured and at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
- d. The following definitions are added to the Definitions Section:
    1. "Covered recall" means a recall made necessary because the insured or a government body has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in or will result in "bodily injury" or "property damage".

2. "Product Recall Expense" means:

(a) The following necessary and reasonable expenses you incur exclusively for the purpose of recalling "your product":

- (1) For communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) For shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) For remuneration paid to your regular "employees" for necessary overtime;
- (4) For hiring additional persons, other than your regular "employees";
- (5) Incurred by "employees", including transportation and accommodations;
- (6) To rent additional warehouse or storage space; or
- (7) For disposal of "your products", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal, but

"product recall expenses" does not include costs of regaining your market share, goodwill, revenue or profit.

(b) "Product Recall Expense" does not include any expenses resulting from:

- (1) Failure of any product to accomplish its intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance; and
- (7) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found

**19. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

In the SUPPLEMENTARY PAYMENTS - Coverages A and B provision:

- a. The limit for the cost of bail bonds is amended to \$2,500; and
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BROAD FORM AUTOMOBILE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<b>A. Drive Other Car Coverage – Executive Officers and Certain Individuals</b>	<b>4. Loss of Use Expenses Increased</b> <b>5. Other Coverage Extensions</b>
<b>B. Section II – Covered Autos Liability Coverage</b>	<b>a. Airbag Discharge</b> <b>b. Auto Theft Reward</b> <b>c. Loan/Lease Gap Coverage</b> <b>d. Rental Reimbursement</b>
<b>1. Additional Insured – Written Contract, Agreement, Permit or Authorization</b> <b>2. Broadened Named Insured</b> <b>3. Employees as Insureds</b> (Including Employee Hired Autos and Fellow Employee Coverage) <b>4. Newly Acquired or Formed Organizations</b> <b>5. Supplementary Payments –</b> Bail Bonds and Loss of Earnings	<b>6. Diminution in Value</b> <b>7. Communications Equipment</b> <b>8. Deductible Waived For Glass Repair</b>
<b>C. Section III – Physical Damage Coverage</b>	<b>D. Section IV – Business Auto Conditions</b>
<b>1. Hired Auto Physical Damage Coverage</b> <b>2. Towing – Any Covered Autos</b> <b>3. Transportation Expenses Increased</b>	<b>1. Duties in Event of Accident, Claim, Suit or Loss</b> <b>2. Waiver of Subrogation When Required by Written Contract or Agreement</b>
	<b>E. Section V – Definitions</b>
	<b>1. Bodily Injury – Includes Mental Anguish</b> <b>2. Executive Officer</b>

### **A. Drive Other Car Coverage – Executive Officers and Certain Individuals**

#### **1. The following is added to Section I – Covered Autos:**

#### **Drive Other Car Coverage**

**a. For Covered Autos Liability Coverage and Physical Damage Coverage, "autos" in the care, custody or control of an "insured" described in Paragraph 2. below, which you do not own, hire, lease or borrow, are covered "autos". But this does not include any "auto":**

- (1) Owned by any "insured" described in Paragraph 2. below, or any member of their household, including any "auto" that is owned but not insured;**
- (2) Used by an "insured" described in Paragraph 2. below while working in the business of selling, servicing, repairing or parking autos; or**
- (3) Insured or covered under another policy.**

**b. If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are provided by this policy, then an "insured" described in Paragraph 2. below, and their family members residing in the same household, are "insureds" while:**

- (1) Occupying as a passenger; or**
- (2) A pedestrian when struck by;**

**any "auto" you do not own, hire, lease or borrow, except an "auto" owned by an "insured" described in Paragraph 2. below or members of their household, or an "auto" insured or covered under any other policy.**

2. With respect to Drive Other Car Coverage only, Paragraph A.1. Who is an Insured of Section II – Liability Coverage is amended to include as an “insured” the following:

If you are designated in the Declarations as:

- a. An individual, you and your spouse.
- b. A partnership, your partners and their spouses.
- c. An organization other than an individual or a partnership, your “executive officers” and their spouses.

3. **Limit of Insurance and Deductible**

The most we will pay for Drive Other Car Coverage is the single highest Limit of Insurance for the applicable coverage for an “auto” you own. The Deductible for Drive Other Car Coverage is the largest Deductible for the applicable coverage for an “auto” you own.

4. **Other Insurance**

Regardless of the existence of other insurance or Paragraph B.5. Other Insurance of Section IV – Business Auto Conditions, Drive Other Car Coverage is primary.

**B. Section II – Covered Autos Liability Coverage**

1. **Additional Insured – Written Contract, Agreement, Permit or Authorization**

Paragraph A.1. Who is an Insured of Section II – Covered Autos Liability Coverage is amended to include as an additional “insured” any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance such as is afforded under this Coverage Form but only with respect to liability for “bodily injury” or “property damage” caused in whole or in part by your maintenance, operation or use of a covered “auto”. But this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit or authorization has been issued prior to the “accident” that caused the “bodily injury” or “property damage”;
- b. To any person or organization included as an “insured” under any other provisions of this policy, including this or any other endorsement;
- c. To the independent acts or omissions of such person or organization; or
- d. To any lessor of “autos” when their contract or agreement with you for such leased “auto” ends or the lessor or its agent takes possession of the “auto”.

2. **Broadened Named Insured**

Paragraph A.1. Who is an Insured of Section II – Covered Autos Liability Coverage is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on or after the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)**

- a. Paragraph A.1. Who is an Insured of Section II – Covered Autos Liability Coverage is amended to include as an “insured” your “employee” while:

- (1) Using a covered “auto” you do not own, hire or borrow in your business or your personal affairs.
- (2) Operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

- b. Exclusion B.5. Fellow Employee of Section II – Covered Autos Liability is deleted.

- c. The following is added to B.5.b of Section IV – Business Auto Conditions:

Any covered “auto” hired or rented without a driver by your “employee” under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business is also deemed to be a covered “auto” you own.

#### **4. Newly Acquired or Formed Organizations**

Paragraph A.1. **Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an "insured" any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. But:

- (1) Coverage under this provision is afforded only until the end of the policy period; and
- (2) Coverage does not apply to "bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization.

#### **5. Supplementary Payments – Bail Bonds and Loss of Earnings**

In Paragraph A.2.a. **Supplementary Payments of Section II – Covered Autos Liability**, the following replaces Paragraphs (2) and (4):

- (2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### **C. Section III – Physical Damage Coverage**

#### **1. Hired Auto Physical Damage Coverage**

- a. If hired "autos" are covered "autos" under **Section II – Covered Autos Liability Coverage** and this policy provides Comprehensive, Specified Causes of Loss Coverage or Collision Coverage for any "auto" you own, a hired "auto" will be deemed a covered "auto" for Physical Damage Coverage subject to the provisions in Paragraph b. below.
- b. For Hired Physical Damage Coverage provided by paragraph a. above:
  - (1) The most we will pay for "loss" to any hired "auto" is the lesser of:
    - (a) \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";
    - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
    - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
  - (2) The Deductible is the largest Deductible for the applicable coverage for an "auto" you own.
  - (3) This insurance is excess over any other valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis.

#### **2. Towing – Any Covered Autos**

The following replaces Paragraph A.2. **Towing of Section III – Physical Damage Coverage**:

We will pay up to \$100 for towing and, if labor is performed at the place of disablement, labor costs incurred each time a covered "auto" is disabled if a premium charge for towing and labor is shown in the Schedule or the Declarations.

#### **3. Transportation Expenses Increased**

In Paragraph A.4.a. **Transportation Expenses of Section III – Physical Damage Coverage**, the amounts we will pay amounts we will pay for temporary transportation expenses incurred by you because of the total theft of a covered "auto" of the private passenger type are increased to \$75 per day, to a maximum of \$2,250.

#### **4. Loss of Use Expenses Increased**

The following replaces the last paragraph in Paragraph A.4.b. **Loss Of Use Expenses of Section III – Physical Damage Coverage**:

However, the most we will pay for any expenses for loss of use is \$1,000.

#### **5. Other Coverage Extensions**

If you have Physical Damage Coverage, the following are added to Paragraph A.4. **Coverage Extensions of Section III – Physical Damage Coverage**:

**a. Airbag Discharge**

We will pay to reset or replace a covered "auto's" airbag that accidentally discharges without the "auto" being involved in an "accident" if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the discharge. No Deductible applies to this Coverage Extension.

**b. Auto Theft Reward**

If you have Comprehensive or Specified Cause of Loss Coverage, we will pay a reward up to \$2,000 for information leading to the arrest and conviction of anyone stealing a covered "auto". But we will not pay a reward to you, any family members or "employees" or any public officials while performing their duties.

**c. Loan/Lease Gap Coverage**

If a covered "auto" is subject to a long-term loan or lease that requires, in writing, that the lender or lessor be an additional "insured", and you are legally obligated for the remaining balance on the loan or lease, we will pay the difference between the actual cash value of the "auto" at the time of "loss" and the remaining balance on your loan or lease. But we will not pay for:

- (1) Any amount paid under the policy's Physical Damage Coverage; or
- (2) Any amounts for abnormal or excess wear and tear, additional or high mileage charges, carry-over balances from previous loans or leases, extended warranties or insurance purchased with the loan or lease, lease termination fees, taxes, overdue payments, unreturned security deposits or any penalties, interest or charges resulting from overdue payments.

**d. Rental Reimbursement**

We will pay for expenses to rent an "auto" of the private passenger type because of "loss" to a covered "auto" of the private passenger type. But:

- (1) We will only pay expenses incurred during the policy period at the time of the "loss" and ending, regardless of the policy period, six days after the "loss".
- (2) The most we will pay is the lesser of:
  - (a) Reasonable and necessary expenses actually incurred; or
  - (b) \$50 per day.
- (3) This coverage does not apply if a spare or reserve "auto" is available to you.
- (4) If "loss" is because of the total theft of a covered "auto", we will pay only those amounts that are not already covered under Transportation Expenses.

No Deductible applies to this Coverage Extension.

**6. Diminution in Value**

The following is added to Exclusion B.6. of Section III – Physical Damage Coverage:

This exclusion does not apply to "diminution in value" of a covered "auto" of the private passenger type used in the conduct of the "insured's" business that is leased, rented, hired or borrowed without a driver for a period of 30 days or less. But the most we will pay for such "diminution in value" is the lesser of:

- a. 20 percent of the actual cash value of the "auto" as of the time of the "loss"; or
- b. \$7,500.

**7. Communications Equipment**

The following is added to Paragraph B. Exclusions of Section III – Physical Damage Coverage:

Exclusions 4.c. and 4.d. do not apply to communications equipment, including its antenna and other accessories, that is permanently installed in, and not removable from, a covered "auto" and designed for use as a:

- a. Citizen's band radio;
- b. Two-way mobile radio or telephone;

- c. Scanning monitor receiver; or
- d. GPS navigation system.

No Deductible applies to "loss" to such communications equipment. But the most we will pay for all such communications equipment is \$5,000 for any one "loss".

#### **8. Deductible Waived For Glass Repair**

The following is added to Paragraph D. Deductible of Section III – Physical Damage Coverage:

No Deductible applies if glass that is damaged is repaired rather than replaced.

### **D. Section IV – Business Auto Conditions**

#### **1. Duties in the Event of Accident, Claim, Suit or Loss**

The following is added to Paragraph A.2. Duties in the Event of Accident, Claim, Suit or Loss of Section IV – Business Auto Conditions:

The requirements that you must notify us of an "accident", claim, "suit" or "loss", or send us documents concerning a claim or "suit", apply only if the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "accident", claim, "suit" or "loss" does not apply if you report the "accident", claim, "suit" or "loss" to your workers' compensation insurer and the "accident", claim, "suit" or "loss" later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "accident", claim, "suit" or "loss" is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph A.2. Duties in the Event of Accident, Claim, Suit or Loss of Section IV – Business Auto Conditions.

#### **2. Waiver of Subrogation When Required by Written Contract or Agreement**

The following is added to Paragraph A.5. Transfer of Rights of Recovery Against Others to Us of Section IV – Business Auto Conditions:

We will waive any right of recovery against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", but only if the "insured contract" is executed before the "accident" or "loss" occurs.

### **E. Section V – Definitions**

#### **1. Bodily Injury – Includes Mental Anguish**

The following is added to Paragraph C. of Section V – Definitions:

"Bodily injury" includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

#### **2. Executive Officer**

The following is added to Section V – Definitions:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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POLICY NUMBER: 7110161510001

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract.	Blanket as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Blanket where required by written contract	Any jobsite
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICE DEPARTMENT

Contract Administration Procurement Division  
90 Church Street, RM 1206  
New York, NY 10007  
Tel. No. [REDACTED]  
Fax No. [REDACTED]

February 13, 2020

Mr. John Colgan  
SECUREWATCH24, LLC  
One Penn Plaza, Suite: #4000  
New York, NY 10119

By FedEx

RE: Notice of Award and to Commence Work  
CONFIDENTIAL Agreement for ARGUS CCTV and  
Facility Security Camera Systems  
PIN: 05619SPEX137/CT1 056 20201416848

Dear Mr. Colgan:

The Agreement between the New York City Police Department and SecureWatch24 for the ARGUS CCTV and Facility Security Camera systems has been fully executed and registered in the amount of \$44,289,591.03. The term of the agreement is October 1, 2019, through September 30, 2024, with a 2-year renewal option at the discretion of NYPD. Enclosed please find one copy with original signatures for your records.

Any requests for changes to the terms of the Agreement must be directed to the NYPD Agency Chief Contracting Officer (ACCO). Contract work disputes and/or complaints should also be reported to the ACCO.

The Project Manager is Dep. Insp. Michael Godek, who may be reached at [REDACTED]. The fiscal manager is Captain Patrick Malarkey, who may be reached at [REDACTED]. Please submit your itemized and detailed payment requests to his attention and reference the above PIN number and CT1 number, in accordance with the Agreement.

Very truly yours,

Michael D'Ambrosio  
Agency Chief Contracting Officer

MD/ktm  
Enc.

c: P. Malarkey, Capt. ITB, NYPD  
File

COURTESY • PROFESSIONALISM • RESPECT

Website: <http://nyc.gov/nypd>

NYPD Production 000570



ADVICE OF AWARD

PIN # 05619SPEX137

Contract # CT1 056 20201416848

VENDOR: SECUREWATCH24, LLC, One Penn Plaza, #4000, New York, NY 10119

DESCRIPTION: ARGUS CCTV Camera systems and Facility Security Camera systems

CONTRACT AMOUNT: \$44,951,591.03

CONTRACT TERM: 10/1/2019, through 9/30/2024  
(Renewal Option: 10/1/2024, through 9/30/2026)

CONTRACT TYPE: Goods and Services

AWARD METHOD: Neg. Acq.

REFERENCE CONTRACT: CT1 056 20161417690

SERVICE LOCATION: Throughout New York City

CERTIFICATE OF AWARD BY AGENCY

-I HAVE EXAMINED THIS ADVICE OF AWARD OF CONTRACT AND CERTIFY THAT THE AWARD WAS MADE TO THE LOWEST RESPONSIBLE BIDDER, AND/OR IN ACCORDANCE WITH THE PROVISIONS OF THE APPROPRIATE SECTIONS OF THE NYC CHARTER, AT THE PRICE BID BY SUCH BIDDER, AND THAT IT IS CORRECT AS TO CALCULATION AND EXTENSION AND THAT THE AWARD WAS PROPERLY MADE.

-I CERTIFY THAT I HAVE CHECKED THE CONTRACTOR'S RECORD PURSUANT TO SECTIONS 6-116.1 AND 6-116.2 OF THE ADMINISTRATIVE CODE OF THE CITY OF NEW YORK.

-I FURTHER CERTIFY THAT THIS AWARD IS A PROPER EXPENDITURE AND THE LIABILITY HAS BEEN CHARGED TO THE PROPER FUND OR FUNDS.

AGENCY: NYPD TELEPHONE [REDACTED]

AGENCY AUTHORIZED OFFICIAL: (SIGNATURE/DATE)

[Signature] 1/24/2020

AGENCY AUTHORIZED OFFICIAL'S NAME:

Michael D'Ambrosio

AGENCY AUTHORIZED OFFICIAL'S TITLE:

Asst. Comm./ACCO

\*\*\*\*\*

COMPTROLLER (Capital Projects) REVIEW: (SIGNATURE/DATE)

[Signature]

COMPTROLLER AUTHORIZED OFFICIAL'S NAME:

Leonel Ferreira

COMPTROLLER AUTHORIZED OFFICIAL'S TITLE:

Division Chief

\*\*\*\*\*

COMPTROLLER REGISTRATION DATE

2.11.3/20

COMPTROLLER AUTHORIZED OFFICIAL: (SIGNATURE)

[Signature]

COMPTROLLER AUTHORIZED OFFICIAL'S NAME:

Lisa M. Flores

COMPTROLLER AUTHORIZED OFFICIAL'S TITLE:

Deputy Comptroller



# EXHIBIT 1

SecureWatch24  
Two Grand Central Tower  
140 East 45<sup>th</sup> Street  
New York, NY 10017

November 5, 2025

New York City Police Department  
Legal Bureau – FOIL Unit  
One Police Plaza  
New York, NY 10038

Dear Ms. Watson,

Regarding the Freedom of Information Law request and the Public Oversight Surveillance Technology Act requiring the Department to produce Special Expense Purchase Contracts, including the contract awarded to SecureWatch24 (SW24) in 2019, SW24 would like to assert its Trade Secrets exemption to the following elements of the PIN# 05619SPEX137 award:

1. Pricing
  - a. For avoidance of doubt, this includes the entirety of the Price Proposal, BAFO Price Proposal, Supplemental Worksheets and the Company Financial Status submittals.
  - b. This confidential information has significant commercial and economic value to SW24 and would provide a substantial and wholly unfair advantage to competitors were it to be released.
2. Manufacturer Names, Part Numbers and Quantities
  - a. Similar to a soft drink secret recipe, the specific supplier information and technical ingredients SW24 selected to design and fabricate the Argus systems are not readily ascertainable by the public or competitors and SW24 undertakes reasonable precautions to maintain this confidential information securely.
3. Personally Identifiable Information
  - a. The names, curriculum vitae, and other personally identifiable information of the SW24 officers and employees named in the contract. Access to this information is both limited and protected by SW24 and these crucial resources are of important economic value to the company.

Thank you for the opportunity to respond to this FOIL request.

Sincerely,

John J. Colgan  
Chief Operating Officer