

GLYNN COUNTY GEORGIA

BODY CAMERAS FOR GLYNN COUNTY POLICE DEPARTMENT

INVITATION FOR BID IFB#00992



FINANCE

BIDS DUE: MARCH 25, 2016

INVITATION FOR BID
BODY CAMERAS FOR
GLYNN COUNTY POLICE DEPARTMENT #00992

BOARD OF COMMISSIONERS
GLYNN COUNTY, GEORGIA

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GLYNN COUNTY GEORGIA
Purchasing Department
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Brunswick, GA 31520
Phone (912) 554- 7135; Fax: (912) 267- 5634
E-mail: kmoreland@glynncounty-ga.gov

BODY CAMERAS FOR
GLYNN COUNTY POLICE DEPARTMENT
IFB # 00992

INVITATION

This is an invitation to submit a bid to Glynn County for one hundred twenty (120) body cameras and seventy-six (76) wireless in-car body camera activation devices as described herein to be delivered to the Glynn County Police Department, located at 157 Public Safety Blvd. Brunswick, GA 31525. Sealed bids will be received at the office of the Purchasing Agent, at the above address up to **2:00 p.m., on Friday, March 25, 2016** at which time they will be opened and publicly read. Drawings, specifications, and contract documents may be examined at the above address.

Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink. Bids submitted as a result of this invitation must include the "Bidders Response Schedule" and be returned in a sealed envelope or container marked, "SEALED BID" with the applicable "BID NUMBER" on the outside. **No bid can be considered unless so received.**

There **will not** be a pre-bid conference. Any questions or requests for clarification must be presented in writing no later than **March 14, 2016**. The answers will be posted on the County official website no later than **March 18, 2016**. Forward all inquiries to the undersigned at kmoreland@glynncounty-ga.gov and copied to Lauren Sobala at lsobala@glynncounty-ga.gov .

Glynn County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap, or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Glynn County.

The Glynn County Board of Commissioners reserves the right to waive all technicalities, reject any or all bids and make the award in the best interest of the County.

Sincerely,

Keri Moreland, CPPB

Keri Moreland
Purchasing Agent
Glynn County Board of Commissioners

Keri Moreland/lms

**BODY CAMERAS FOR THE
GLYNN COUNTY POLICE DEPARTMENT #00992**

INSTRUCTION TO BIDDERS

1. INTENT:

It is intended that the Instructions to Bidders, General Terms, and Detailed Specifications shall define and describe the complete work to which they relate.

2. WORK TO BE DONE:

Work includes, but is not limited to, furnishing all labor, materials, and equipment necessary for the delivery and successful operation of one hundred twenty (120) body cameras and seventy-six (76) in-car activation devices as described herein.

The project will consist of all work as described within Invitation for Bid #00992. The successful Bidder shall furnish and deliver to the Owner all work as described within IFB #00992.

The contractor is to be responsible for all required fees and permits as outlined in Section 03 of the General Conditions and/or Special Conditions, if any, and for the coordination of inspection with the authority having jurisdiction.

3. SITE EXAMINATION:

There is not a need for a site examination for the specifications listed within this Invitation for Bid.

4. BID SECURITY:

Each proposal must be accompanied by a Bid Bond, Certified Check or Cashier's Check in an amount not less than five percent (5%) of the amount bid. If for any reason whatsoever the Bidder withdraws from the competition after opening the bids, or if he refuses to execute the Contract, the Owner will proceed on the Bid Bond. The Surety of the Bid Bond shall be a surety company authorized to do business in the State of Georgia, shall be listed in the Department of the Treasury Circular 570, and shall have an underwriting limitation in excess of five (5%) of the bid amount. The Bonds and Surety shall be subject to approval by the County's Purchasing Agent.

Attorneys-in-fact who sign and seal Bid Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

5. DETERMINATION OF SUCCESSFUL BIDDER:

The contract will be awarded to the lowest responsive, responsible Bidder; if awarded.

a. ***Responsibility.***

The determination of the Bidder's responsibility will be made by the County based on whether the Bidder:

1. maintains a permanent place of business,
2. has the appropriate technical experience,
3. has adequate plant and equipment to do the work properly and expeditiously, and has suitable financial means to meet obligations incidental to this work.

The Bidder shall furnish, to the County, all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy the County that he is properly qualified to carry out the obligations of the Contract.

b. **Responsiveness:**

The determination of responsiveness will be made by the County based on a consideration of whether the Bidder has submitted a complete Proposal form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Proposal form.

6. **BID ALTERNATES:**

Alternates will be accepted in this IFB.

7. **CONTRACT TIME:**

Contract time shall consist of **Sixty (60)** consecutive calendar days for the completion of work, to be computed from the date of the Notice to Proceed.

8. **BID FORM:**

Bids shall be submitted on the Bid Fee form included. Bids shall be based upon unit prices for estimated quantities excepting where bid items require lump sum proposals as indicated by the Bid Fee form. Where errors or omissions result in discrepancies in bid totals, prices per unit as submitted will be binding. Final payment will be based upon actual in-place products and upon acceptance by the County.

9. **SUBMISSION OF BIDS:**

Time & Place

Bids shall be submitted at the time and place indicated in the Invitation. Glynn County will not accept late bids. Bidders are reminded that documents and information in the possession of Glynn County will be treated as confidential/proprietary information only to the extent permitted by the Georgia Open Records Act, and will be exempt from disclosure to a third party only to the extent permitted by the Georgia Open Records Act. Any trade secrets in your bid must be clearly identified and marked as such.

On the outside of the envelope containing the bid shall be noted the following:

SEALED BID: BODY CAMERAS FOR THE GLYNN COUNTY POLICE DEPARTMENT - IFB #00992

**If sending Proposal via UPS, FedEx or USPS, please list the above information on the outside of the shipping package/envelope to ensure there is no error in opening

10. **GRATUITIES:** Glynn County acknowledges that, particularly during the holiday season, it may be customary to provide gifts to employees or departments. However, the Glynn County Personnel Policy prevents the acceptance of such gifts. Your cooperation in respecting the policy is appreciated.

11. **Location:** Glynn County is located on the Southeastern part of the State of Georgia. Its Northern boundary is formed by the Altamaha River, Wayne and Brantley Counties on the west, Camden County on the south, and the Atlantic Ocean on the east. As a favorable consequence of its geology, the County has the Port of Brunswick. The Port has been of immense economic benefits to Brunswick.

By roadway, Brunswick is located: 78 miles from Savannah, 257 miles from Atlanta, 173 miles from Macon, 255 miles from Columbus, and 180 miles from Albany. Jacksonville is located 79 miles from Brunswick.

Brunswick is the geographic center of a region in which a significant number of people come to work, shop and conduct everyday activities. Based on the commuting patterns from the 1990 Census of Population, residents of Glynn County commute to other counties. Likewise workers from other counties come to Glynn County to work.

12. **Topography:** Glynn County lies within the Lower Coastal Plain Physiographic Province and has topography typical of this province of very gently rolling uplands interspersed with low lying swampy area. Elevations range from sea level along the coast to forty five feet in the western part of Glynn County.

13. **Population:** The most recent census indicates that the population in Glynn County is approximately 83,000.

14. **Georgia Open Records Act:** Bidders are reminded that documents and information in the possession of Glynn County will be treated as confidential/proprietary information only to the extent permitted by the Georgia Open Records Act, and will be exempt from disclosure to a third party only to the extent permitted by the Georgia Open Records Act. Should you believe that your bid contains any trade secrets you must submit an affidavit, along with the bid, that states that specific portions of the bid contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore the affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc) the portions of the bid containing any trade secrets.

15. **Glynn County Local Preference:**

This project/solicitation may qualify for local preference in Glynn County, Ga.

Glynn County shall give Local Preference in the awarding of contracts for sealed solicitations and requests for proposal (hereinafter called "bids") whenever the application of such a preference meets the criteria established in the County Ordinance. In order for Local Preference to be used in the evaluation of bids/proposals, **all documentation as required in the Local Bidding Preference Policy must be submitted with the bid.** This Local Preference privilege shall not apply where prohibited by law.

Definitions:

Local Vendor: shall mean that the vendor meets each of the following requirements.

The principal place of business must be within the geographical boundaries of Glynn County.

"Principal Place of Business" means a physical structure, office, or suite, but does not include a post office box, a temporary job site, or project location. Further, "Principal Place of Business" means that if a vendor is a corporation their corporate office must meet the criteria established above.

Requestor must have a current occupational tax certificate from Glynn County or the City of Brunswick.

Requestor must have paid all real and personal property taxes owed to Glynn County.

Eligibility

In order to be eligible for the Local Preference, **the vendor must, if incorporated, provide proof from the Georgia Secretary of State that the corporate office is within Glynn County, Georgia.** Vendors must provide a copy of their current Glynn County Occupation Tax Certificate, and shall state that all real and personal property taxes due and owing to Glynn County are paid. These items must accompany the bid or the vendor will not be subject to award based on Local Preference.

Application of Local Preference for Sealed Bids

Local vendors complying with the above requirements shall be afforded the opportunity, within a time frame specified by the County, to match the bid amount of the lowest responsible, responsive bid if: (1) the lowest responsive and responsible Bidder is not a local vendor (2) the local vendor is the second lowest responsive and responsible Bidder; and (3) the local vendor's bid is within two (2%) or \$10,000.00 whichever is less, of the lowest bid. Local preference shall not apply to Public Works Construction projects of \$100,000 or more nor to public road construction projects of \$20,000.00 or more.

Application of Local Preference for Requests for Proposal

Local vendors complying with the above requirements shall be given two percent (2%) of the total points available within the evaluation criteria.

-End of This Section-

-Local Preference Request Form to Follow-

REQUEST FOR LOCAL PREFERENCE CONSIDERATION

Please note that while it is your responsibility to provide all required documents, the check list below is to assist you with the inclusion of documents required for consideration of local preference.

We request local preference consideration for the following:

PROJECT TITLE: **BODY CAMERAS FOR THE GLYNN COUNTY POLICE DEPARTMENT - IFB #00992**

COMPANY NAME, ADDRESS, PHONE #, E-MAIL, CONTACT NAME:

Your bid must include the following documentation:

If incorporated, proof from the Georgia Secretary of State that the principal place of business is in Glynn County, Ga.

If not incorporated, proof that the principal place of business is in Glynn County, Ga.- Usually the occupation tax certificate will serve this purpose.

A copy of current Glynn County or City of Brunswick Occupation Tax Certificate

You must have paid all real and personal property taxes owed to Glynn County for the current year. List your local business address below:

Failure to include this information with your bid will result in non-consideration for local preference.

By my signature I acknowledge that I have read and understand all documents included in the bid package and that this firm does qualify for local preference status.

Name (Please print)_____

Signature:_____

Date_____

Subscribed and sworn to before me the _____ day

of _____, 20____

My commission expires on the _____ day

of _____, 20____

**NOTARY PUBLIC
(Notary Seal)**

GENERAL TERMS AND CONDITIONS

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01 - Definitions

Where used in the project manual, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Acceptance. Formal action of the Owner in determining that the Contractor's work has been completed in accordance with the contract and in notifying the Contractor in writing of the acceptability of the work.

Act of God. A cataclysmic phenomenon of nature, such as a hurricane, earthquake or abnormal flood. Rain, wind, high water, or other natural phenomenon which might reasonably have been anticipated from historical records of the general locality of the work shall not be construed as acts of God.

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

Bid. Offer of a Bidder submitted on the prescribed form setting forth the price or prices of the work to be performed.

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

Contract. The writings and drawings embodying the legally binding obligations between the Owner and the Contractor for completion of the work; Contract Documents attached to the Contract and made a part thereof as provided herein.

Contract Documents. The Contract, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Bonds, these General Conditions, the Special Conditions, the Specifications and Drawings, together with all Written Amendments, Change Orders, Work Change directives, Field Orders, and Drawing submittals. **GLYNN COUNTY WILL NOT ENTERTAIN OR ACCEPT ANY CHANGES TO THE CONTRACT FORMAT PROVIDED**

Contract Price. Amount payable to the Contractor under the terms and conditions of the contract. Based on the price given on the bidding schedule, with adjustments made in accordance with the contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form.

Contract Time. Number of calendar days stated in the contract for the completion of the work or portions thereof.

Contractor. The individual, partnership, corporation, or combination thereof, this includes joint ventures who enter into the contract with the Owner for the performance of the work. The term covers subcontractors, equipment and material suppliers, and their employees.

County. Owner.

Day. Calendar day.

Defective. An adjective which when modifying the word “work” refers to work, including but not limited to the furnishing of materials, that is unsatisfactory, faulty, deficient, or performed in an un-workmanlike manner, in that it does not conform to or meet the requirements of the Contract, any inspection, reference standard, test or approval referred to in the Contract, or has been damaged prior to a recommendation of final payment.

Direct. Action of the Owner by which the Contractor is ordered to perform or refrain from performing work under the contract.

Directive. Written documentation of the actions of the Engineer or the Owner in directing the Contractor.

Engineer. Whenever the word “Engineer” is used in the contract, it shall be understood as referring to the Engineer of the Owner, or such other Engineer, supervisor or inspector as may be authorized by the Owner to act in any particular area of the Contract.

Equipment. Mechanical, electrical, instrumentation, or other device with one or more moving parts, or devices requiring an electrical, pneumatic, electronic, or hydraulic connection.

Furnish. To deliver to the job site or other specified location any item, equipment or material.

Herein. Refers to information presented in the project manual.

Holidays. Legal holidays designated by the Owner.

Install. Placing, erecting, or constructing complete in place any item, equipment, or material.

May. Refers to permissive actions.

Owner. Glynn County, Georgia.

Owner's Representative. The person, firm or corporation designated by the Owner.

Paragraph. For reference or citation purposes, paragraph shall refer to the paragraph, or paragraphs, called out by section number and alphanumeric designator. For example, this definition is found in Part A, Paragraph 01; permits and regulations are discussed in Part A, Paragraph 03.

Person. The term “person” includes firms, companies, corporations, partnerships, and joint ventures.

Project. The undertaking to be performed under the provisions of the contract.

Project Manual. The documents prepared for bidding and as amended by addenda.

Provide. Furnish and install, complete in place.

Shall. Refers to actions by either the Contractor or the Owner and means the Contractor or Owner has entered into a covenant with the other party to do or perform the action.

Shown. Refers to information presented on the drawings, with or without reference to the drawings.

Specifications. That part of the contract documents consisting of written descriptions of the technical features of materials, equipment, construction system, standards, and workmanship.

Specify. Refers to information described, shown, noted or presented in any manner in any part of the contract.

Submittals. The information which is specified for submission to the Owner in accordance with Division of the project manual.

Substantial Completion. Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the Owner can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the Owner. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract.

Substantial Completion Date. Date shown on the certificate of Substantial Completion.

Will. Refers to actions entered into by the Contractor or the Owner as a covenant with the other party to do or to perform the action.

Work. The labor, materials, equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the contract.

02 - Royalties and Patents

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

03 - Permits and Regulations

The Contractor shall comply with all County, State, and Federal laws, statutes, ordinances, rules and regulations applicable to furnishing and performance of the work.

04 - Verbal Agreements

No verbal agreement or conversation with any officer, agent or employee of the Owner either before or after execution of this contract, shall affect or modify any of the terms of obligations contained in any of the documents comprising said Contract.

05 - General Warranty and Guarantee Against Defective Work

The Contractor shall warrant and guarantee the equipment required under this Contract for a period of twelve months from the date of Final Acceptance. The Contractor warrants and guarantees to Owner, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that all equipment will be in accordance with the Contract Documents, and that all equipment will be of good quality, free from faults and defects. Equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

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

06 - Bonds

The Contractor shall not furnish payment and performance bonds to the Owner.

07 - Indemnity

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County, Engineer, Engineer's Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.

Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

The successful Bidder shall exercise proper precaution at all times for the protection of persons and property.

08 - Liens

This section does not apply to this IFB.

09 - Assignment

The Owner shall have the right to reject the assignment or sub-letting of any portion of the Contract by the Contractor. Assigning or sub-letting the Contract shall not relieve the Contractor or his surety from any Contract obligations.

10 - Joint Venture Contractor

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

Any notice, request or other communication given by any one of such persons to the Engineer under this Contract shall also be given to the Owner and shall be deemed to have been given by and shall bind all persons being the Contractor.

11 - Successors' Obligations

The grants, covenants, provisos and claims, rights, powers, privileges and liabilities obtained in the contract documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor and the Owner and their respective heirs, executors, administrations, successors and assigns.

12 - Business License

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

13 - Obligations and Liability of the Contractor

The Contractor shall furnish and deliver all the materials, tools, and appliances, except as herein otherwise specified, and everything necessary for proper performance of the product required by the Contract, in the manner and within the time specified. He shall complete the entire work to the satisfaction of the Owner, and in accordance with the Specifications herein mentioned, at the prices herein agreed upon and fixed therefore.

All loss or damage arising out of the delivery, or any damage to the equipment requested under this contract or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same, or from the action of the elements or from any cause or causes whatsoever, until the same shall have been finally accepted, shall be sustained and paid for by the Contractor.

He shall in no way be relieved of his responsibility by any rights of the Owner, its officers, employees and agents to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Owner, its officers, employees and agents to give such permission or issue such orders.

The Contractor shall assume the defense of all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fees.

14 - Responsibilities of the Contractor

A. Subcontractors, Manufacturers and Suppliers.

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of subcontractors, manufacturers, suppliers and their employees.

B. Contractor's Employees.

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of his employees. Workers shall have sufficient knowledge, skill and experience to perform properly the work assigned to them.

C. Payment for Labor and Materials.

The Contractor shall pay and require his subcontractors to pay any and all accounts for labor including Workers' Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause his subcontractors to pay any and all accounts for services, equipment, and materials used by him and his subcontractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the Owner, the Contractor shall furnish proof of payment of such accounts to the Owner.

D. Attention to Work.

This section does not apply to this IFB.

E. Employee Safety.

This section does not apply to this IFB.

F. Public Safety and Convenience.

This section does not apply to this IFB.

G. Cooperation with the Construction Inspector.

This section does not apply to this IFB.

15 - Compliance with Laws

The Contractor shall keep himself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered, in the Specifications, or Contract for this work in relation to any such law, ordinance, regulations, order, or decree, he shall forthwith report the same to the Owner in writing.

He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any subcontractor.

16 - Plans, Specifications and Design

This section does not apply to this IFB.

17 - Drawings Furnished

This section does not apply to this IFB.

18 - Ownership of Drawings

This section does not apply to this IFB.

19 - Reference Standards

Reference to the Standards of any technical society, organization or association or to codes of local or state authorities, shall mean the latest standard, code, specifications, or tentative standard adopted and published at the date of taking bids, unless specifically stated otherwise.

20 - Division of Specifications and Drawings

This section does not apply to this IFB.

21 - Order of Completion

This section does not apply to this IFB.

22 - Materials, Appliances & Employees

This section does not apply to this IFB.

23 - Project Completion

This section does not apply to this IFB.

24 - Inspection and Testing of Materials

This section does not apply to this IFB.

25 - Substantial Completion

This section does not apply to this IFB.

26 - Rights of Various Interests

Wherever work, being done by the Owner's forces or by other Contractors, is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be

established by the Owner, to secure the completion of the various portions of the work in general harmony.

27 - Separate Contracts

The Owner reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractor's reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

28 - Subcontractors

This section does not apply to this IFB.

29 - Access

This section does not apply to this IFB.

30 - Construction Schedule and Procedures

This section does not apply to this IFB.

31 - Project Management

This section does not apply to this IFB.

32 - Entry

This section does not apply to this IFB.

33 - Preservation and Restoration

This section does not apply to this IFB.

34 - Completion of "Punch List" Items

This section does not apply to this IFB.

35 - Authority of Contractor

This section does not apply to this IFB.

36 - Authority of Engineer

This section does not apply to this IFB.

37 - Owner-Contractor Coordination

This section does not apply to this IFB.

38 - Interpretation of Specifications and Drawings

This section does not apply to this IFB.

39 - Discrepancies in Specifications and Drawings

This section does not apply to this IFB.

40 - Material, Equipment and Workmanship

This section does not apply to this IFB.

41 - Demonstration of Compliance With Contract Requirements

This section does not apply to this IFB.

42 - Project Meetings

This section does not apply to this IFB.

43 - Overtime and Shift Work

This section does not apply to this IFB.

44 - Construction Schedule

This section does not apply to this IFB.

45 - Quality

This section does not apply to this IFB.

46 - Submittal Procedure

This section does not apply to this IFB.

47 - Requests For Substitution

This section does not apply to this IFB.

48 - Manufacturer's Directions

This section does not apply to this IFB.

49 - Product Data

This section does not apply to this IFB.

50 - Operation and Maintenance Information

This section does not apply to this IFB.

51 - Protection of the Public and Property

This section does not apply to this IFB.

52 - Protection of the Owner's Property

This section does not apply to this IFB.

53 - Equal Employment Opportunity

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

54 - Material Delivery, Handling, and Storage

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

55 - Maintenance During Construction

This section does not apply to this IFB.

56 - Emergencies

This section does not apply to this IFB.

57 - Compensation

This section does not apply to this IFB.

58 - Safety and Health Regulations

The Contractor shall comply with the Department of Labor, Safety and Health Regulations promulgated under the Occupational Safety and Health Act of 1970, as amended and all federal, state, and local codes, regulations, and standards.

59 - Accidents

This section does not apply to this IFB.

60 - Cleaning Up

This section does not apply to this IFB.

61 - Electrical Energy

This section does not apply to this IFB.

62 - Progress Payments

This section does not apply to this IFB.

63 - Measurement and Payment

Measurement and payment shall be made for the units or lump sum contract prices shown on the Bid Schedule. Direct payment shall only be made for those items specifically listed in the proposal

64 - Use of Completed Portions

This section does not apply to this IFB.

65 - Beneficial Use

This section does not apply to this IFB.

66 - Payments Withheld Prior to Final Acceptance

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

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

Nothing in this paragraph shall negate, abridge, or alter other grounds for withholding or delaying payment to the Contractor as stated in the Contract.

67 - Contract Time

This section does not apply to this IFB.

68 - Omissions

This section does not apply to this IFB.

69 - Differing Site Conditions

This section does not apply to this IFB.

70 - Changes in Work

This section does not apply to this IFB.

71 - Force Account and Extra Work

This section does not apply to this IFB.

72 - Claims for Extra Cost

This section does not apply to this IFB.

73 - Correction of Work Before Final Payment

This section does not apply to this IFB.

74 - Liquidated Damages

This section does not apply to this IFB.

75 - Suspension or Abandonment of Work

This section does not apply to this IFB.

76 - Termination of Contract

A. Termination for Convenience of Owner.

The Owner may, at any time, upon written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the order for the convenience of the Owner.

The termination will not affect any rights or remedies of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due to the Contractor by the Owner will not release the Contractor from liability.

B. Default Termination.

The Owner may, if in the Owner's sole judgment and upon written notice to the Contractor, terminate (without prejudice to any right or remedy of Owner) the whole or any portion of the order required by the contract Documents in any one of the following circumstances:

1. If the Contractor refuses or fails to prosecute the order/request or any separable part thereof;
2. The Contractor is in material default in carrying out any provisions of this Contract for a cause within its control;
3. If the Contractor files a voluntary petition in bankruptcy or a petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors;
4. If a trustee, receiver or liquidator, is appointed for the Contractor or for all or any substantial part of the property of the Contractor; or if the Contractor makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due;

5. If the Contractor has filed against it a petition in bankruptcy under any present or future federal or state statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors and the same is not discharged on or before forty-five (45) days after the date of the filing thereof; or if the Contractor is adjudged a bankrupt;
6. If the Contractor is adjudged a bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
7. If the Contractor fails to supply a sufficient number of properly skilled workmen or suitable materials or equipment, when applicable;
8. If the Contractor fails to make prompt payment to Subcontractors for materials or labor, unless Contractor otherwise provides Owner satisfactory evidence that payment is not legally due;
9. If the Contractor persistently disregards laws, ordinances, rules, or regulations or order of any public authority having jurisdiction;
10. If the Contractor substantially violates any provision of the Contract Documents;
or

If, after Contractor has been terminated for default pursuant to Paragraph "B", it is determined that none of the circumstances set forth in Paragraph "B" exist, then such termination shall be considered a termination of convenience pursuant to Paragraph "A".

C. Allowable Termination Costs.

If the Owner terminates the whole or any portion of the Work pursuant to Paragraph "A" then the Owner shall only be liable to Contractor for those costs reimbursable to Contractor in accordance with Paragraph "D".

The total sum to be paid to the Contractor under this Paragraph "C" shall not exceed the Contract sum as reduced by the amount of payments otherwise paid, by the Contract price of order not terminated and as otherwise permitted by this Contract. .

D. General Termination Provisions.

After receipt of a Notice of Termination from the Owner, pursuant to Paragraph "A" or "B", and except as otherwise directed by the Owner, the Contractor shall:

1. Stop Work under the Contract on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

4. Assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification shall be final for all the purposes of this clause;
6. *This section does not apply to this IFB.*
7. *This section does not apply to this IFB.*
8. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
9. *This section does not apply to this IFB.*

77- Contractor's Right to Stop Work or Terminate Contract

This section does not apply to this IFB.

78 - Disputes Resolution

- A. All claims, disputes and other matters in question between the Contractor and the Owner arising out of, or relating to, this Contract or the breach therefore, shall be tried before and to a jury trial, unless otherwise stipulated between the parties. Any legal proceeding arising out of, or relating to, this agreement shall include, by consolidation, joinder, or joint filing, any additional person or entity to the final resolution of the matter in controversy. The Contractor hereby further agrees that, should any subcontractor or supplier to the Contractor file a claim concerning any dispute or controversy, which involves the allegations of any acts, errors or omissions of the Contractor, then the Contractor shall indemnify and hold harmless the Owner, its employees, agents, and representatives, the Engineer, its employees, agents, and representatives from any and all costs incurred to include legal costs and attorney's fees and payment of any judgment against the Owner.
- B. Should the Owner utilize an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this Contract, or to collect damages for breach of this Contract, the Contractor agrees to pay the Owner all reasonable costs, charges, expenses and attorneys' fees expended or incurred therein.
- C. Any disputes arising under the terms and conditions of this Contract shall not be subject to mediation or arbitration.
- D. The Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in a manner relating to the contract, shall be brought in

any court in Glynn County, Georgia. Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County, and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

79 - Removal of Equipment

This section does not apply to this IFB.

80- Laws of Georgia

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

81 - Quantity Variance Reserve

This section does not apply to this IFB.

82 - Discrepancy Between General Conditions and Technical Specifications

Should there be a discrepancy between the General Conditions and Technical Specifications, the Technical Specifications shall govern.

83 – Georgia Security and Immigration Compliance Act

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

No contractor or subcontractor shall enter into a contract or subcontract with a public employer in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

- Contractor acknowledges that the awarding of this contract is conditioned upon initial and ongoing compliance by the contractor and any subcontractor with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor;
- Contractor agrees that its compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor shall be attested by execution of the Contractor Affidavit which is attached hereto and which shall be a part of this contract.

- Contractor agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this contract, Contractor shall secure from the subcontractor(s) an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor by the subcontractor's execution of a Subcontractor Affidavit provided by Glynn County. Contractor shall maintain records of such attestation for inspection by Glynn County at any time. The Subcontractor Affidavit shall become a part of the contractor/subcontractor agreement.

84 – Ownership of Salvaged Material and Equipment

This section does not apply to this IFB.

-End of This Section-

BID SHEET

**PROJECT IDENTIFICATION: BODY CAMERAS FOR THE GLYNN COUNTY POLICE DEPARTMENT -
#IFB 00992**

Bid From: _____

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

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

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

(a) Bidder has examined and carefully studied the Plans and Specifications for the work and contractual documents relative thereto, and has read all Technical Provisions, Supplementary Conditions, and General Conditions, furnished prior to the opening of Bids; that Bidder has satisfied himself relative to the work to be performed.

(b) Bidder further acknowledges hereby receipt of the following Addenda:

ADDENDUM NO.	DATE

(c) Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work, if applicable;

(d) Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(e) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing

surface or subsurface structure at or contiguous to the site (except underground Facilities) have been identified in the Supplementary Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Bidding Documents.

(f) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Bidding Documents.

(g) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

(h) Bidder has given Purchasing Agent written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Purchasing Agent is acceptable to Bidder. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

(i) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Note: While it is your responsibility to include all required documents you are reminded that you must attach and or acknowledge the following documents:

- Bid Form**
- Bid Bond**
- Representation**
- Oath**
- Acknowledge Addendum/Amendments**

- **“Georgia Security and Immigration Act Compliance” requirements. See “Contractor Affidavit & Agreement”(Failure to include will render your bid non-responsive)**

Bidders are advised that it is their responsibility to verify that any and all amendments have been received prior to submission of the bid. In case any Bidder fails to acknowledge receipts of any such amendments in the space provided on the bid form, the bid will nevertheless be construed as though the amendment have been received and acknowledged, and the submission of the bid will constitute acknowledgement of the receipt of amendments.

This project will be awarded by base bid plus selected alternates, if any.

	The following specifications are the minimum to be accepted for one-hundred twenty (120) Axon Body 2, Body Cameras by Taser International, or equivalent, and seventy-six (76) Axon Signal wireless in-car body camera activation devices, or equivalent.	Meets Specifications	
		Yes	No
1	HD Video capability		
2	12+ hours of battery life		
3	Pre-Event Buffer with setting adjustment for 30 seconds to 2 minutes before event.		
4	Wireless activation capability when vehicle lightbar or other sensor is activated/turned on.		
5	Ability to disable audio in the field		
6	In-field tagging to mark an important point in a video		
7	Camera capability for Connection to a computer using a USB cable by a user to transfer videos to a server.		
8	Capability to stream, tag and replay videos from a smart phone		
9	Weather resistant at IP67 (IEC60529) standard (International Protection Marking code – is drawn up by the International Electrotechnical Commission (IEC) to determine the dust and water resistance of devices).		
10	Corrosion Resistance to Military Standard 810G		
11	Field of View recording of at least 140 degrees		
12	Operating Temperature of -4 to 122 degrees Fahrenheit		
13	Drop Tested at least from a height of six feet		

14	Recording Capacity up to 70 hours		
15	Adjustable resolution of recording for various recording capacity of 1080P, 720P or 480P		
16	Dual Audio Channels		
17	Provided desktop software based application that enables video transfer from the camera to an agencies storage Network server, SD card, CD, or computer folders that can be synced with ease, and frequently used folders or drives can be set up to automatically sync on schedule. Software must Operate on Windows 7.		
18	Provided mobile smart phone software application for Android and iOS devices that wirelessly connects with the camera to provide instant playback.		
19	Provided mobile application must have live display capability on a smart phone .		
20	Versatile mounts to keep the camera steady during tough situations.		
21	Storage capacity of 64 GB		
22	Footage is uploaded automatically while the camera charges		
23	Camera Dimensions must not exceed: Height 3.3 in x Width 2.6 in x Depth 0.8 in and a Weight: 3.5 oz		
24	Must have a low-light recording capability		
25	Must have at least a Video Sensor Setting of 30 FPS		
26	To record an event, a single button no smaller than ¾ of an inch across with a quick double-press capability to begin recording.		
27	No Deleting, overwriting or editing of video shall be possible with the camera.		
28	One year warranty shall be a minimum on the date of shipping		

Line Item No.	Item Description	Qty	Unit	Unit Price	Total Price
1	AXON BODY 2 CAMERA, OR EQUIVALENT	120	EA		
2	AXON SIGNAL WIRELESS IN-CAR BODY CAMERA ACTIVATION DEVICES, OR EQUIVALENT	76	EA		
3	SHIPPING	1	LUMP		
TOTAL BID					\$

BIDDER acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities installed.

The Contractor shall write "no bids" in all appropriate spaces.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

5. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of 5% of the Bid Total Price.
- (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.

6. The undersigned further agrees that in case of failure on his part to execute the said contract and the Bond within fifteen (15) consecutive calendar days after written notice being given of the award of the contract, the cashier's or certified check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise, the cashier's or certified check or bid bond accompanying this proposal shall be returned to the undersigned.

7. Communications concerning this Bid shall be addressed to:

Glynn County, Georgia
Purchasing Division
1725 Reynolds St., 3rd Floor
Brunswick, Georgia 31520
Voice: 912 554-7135

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions of Instructions.

SUBMITTED on _____, 20____

COMPANY' S NAME

ADDRESS:

BY :Print _____

Signature _____

GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-01-02 by executing the Contractor Affidavit in accordance with the requirements of the Georgia Security & Immigration Compliance Act.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Glynn County has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

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

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____,
20____.

Notary Public
My Commission Expires: _____

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

GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

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

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

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Glynn County has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____,
20____.

Notary Public
My Commission Expires: _____

REPRESENTATION

=====

AFFIDAVIT

(To be submitted)

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

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

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

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

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

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

Company Name:

Authorized Person: _____

(Print/Type)

Signature: _____

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____

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

Name: _____

Address: _____

Title: _____ Telephone: _____

Fax: _____ Email: _____

- End of this page -

BID BOND
(Turn this form in with the bond)

STATE OF GEORGIA

COUNTY OF GLYNN

KNOW ALL MEN BY THESE PRESENT, that we,

as Principal, and _____, as
Surety, are held and firmly bound unto Glynn County, Georgia in the sum
of _____ Dollars (\$ _____) lawful
money of the United states, for the payment of which sum well and truly to be
made, we bind ourselves, our heirs, personal representatives, successors and
assign, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the County a Proposal for:

**BODY CAMERAS
FOR GLYNN COUNTY POLICE DEPARTMENT**

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall, within fifteen days (15) days after receipt of conformed contract documents, execute a contract in accordance with the Bid upon the terms, conditions and prices set forth therein, then this obligation shall be void; otherwise, it shall be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all to the foregoing requirements within the time specified above, immediately pay to the aforesaid County, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provisions of Section 23-1705 et seq of the Code of Georgia, as amended by the Act approved February 27, 1956, and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on

this _____ day of _____, 20____.

PRINCIPAL: _____

Signed and sealed in the presence of:

By: _____

Title: _____
(Seal)

1. _____

2. _____

SURETY: _____

Signed and sealed in the presence of:

By: _____

Title: _____
(Seal)

1. _____

2. _____

-End of this Section-

EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE

EEO Plan: The successful Proposer will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

EEO For Veterans/Handicapped: The successful Proposer will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

EEO For Successful Proposer Programs: The successful Proposer, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Proposer-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

EEO Acquisitions: The successful Proposer will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

a. Does the Proposer have the above EEO policy in place?

Yes

No

b. If the answer to a. above is no, will the Proposer have such a policy in place prior to commencing work on this project?

Yes

No

Statement of Assurance: The Proposer herein assures the County that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance A.D.A.

(Firm's Name)

(Authorized Signature)

(Title)

(Date)

LEGAL AND CHARACTER QUALIFICATIONS

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

- | | Yes | No | | Yes | No |
|--------------------------|-----|-----|---|-----|-----|
| a. Fraud | [] | [] | h. Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties) | [] | [] |
| b. Embezzlement | [] | [] | i. False/misleading advertising | [] | [] |
| c. Tax Evasion | [] | [] | j. Perjury | [] | [] |
| d. Bribery | [] | [] | k. Conspiracy to commit any of the foregoing offenses | [] | [] |
| e. Extortion | [] | [] | | | |
| f. Jury Tampering | [] | [] | | | |
| g. Anti-Trust Violations | [] | [] | | | |

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

- | | Yes | No | | Yes | No |
|---|-----|-----|---|-----|-----|
| a. Unfair/anti-competitive business practices | [] | [] | c. Violations of securities laws (state & federal) | [] | [] |
| | | | d. False / misleading advertising | [] | [] |
| b. Consumer fraud misrepresentation | [] | [] | e. Violation of local Government ordinances | [] | [] |

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

Yes [] No []

Responses: If "yes" is the response to any of the questions on the previous page, provide information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

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

NAME

ADDRESS

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

CONTACT
PERSON

TITLE

PHONE
NUMBER

OATH
(To Be Submitted)

State of Georgia
County of Glynn

I, _____ (name of individual), solemnly swear that in the procurement of the contract for **BODY CAMERAS FOR GLYNN COUNTY POLICE DEPARTMENT** that I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the bidding or proposals of said project or from submitting a bid or proposal for this project by any means whatever.

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

This _____ day of _____ 20_____.

By:

Corporate or Partnership Name

Sworn to and subscribed
before me this _____ day of 20_____

NOTARY PUBLIC

My Commission Expires:

(SEAL)

SAMPLE CONTRACT C-16-3256-00992
CONTRACT FOR SERVICES
BY AND BETWEEN
GLYNN COUNTY BOARD OF COMMISSIONERS
AND

This Agreement made and entered into by and between Glynn County, Georgia, party of the first part (hereinafter called the "County") and _____ party of the second part (hereinafter called the "Contractor"); and

WHEREAS, The Glynn County Board of Commissioners at their _____, 2016 meeting awarded the bid for the **BODY CAMERAS FOR GLYNN COUNTY POLICE DEPARTMENT** hereinafter referred to as the Project (Solicitation IFB00992) and;

PART 1.WHEREAS, the Contractor and the County for the consideration hereinafter named, agree and acknowledge that:

Part A: Contract Form

ARTICLE 1. The Contractor agrees to provide all the staff, facilities, materials, equipment and labor necessary to carry out, in good faith, the complete requirements of the project specified as the **BODY CAMERAS FOR GLYNN COUNTY POLICE DEPARTMENT** in strict conformity with all sections of Solicitation IFB #00992, hereinafter set forth, whose program services together with the Contractor's Bid, the Advertisement for Bids, Instructions to Bidders, General Conditions, Representations, this Agreement, and all addenda hereto annexed, shall form essential parts of this Agreement as if fully contained herein.

ARTICLE 2. The Contractor agrees to commence the project included in this Contract on a date to be specified in a written Notice to Proceed and shall be fully completed within a period of **Sixty (60)** consecutive calendar days after the effective commencement date. If the Contractor abandons the contract before commencement of the work or defaults in completion of all the work after commencement thereof, the Contractor shall be liable for damages.

ARTICLE 3. The County agrees to pay the Contractor, in current funds, for the performance of this Contract the sum of _____ **Dollars** (_____), which sum shall also pay for all loss or damage arising out of the nature of the project aforesaid, or from unforeseen obstructions or difficulties encountered in the performance of the project and for all expenses incurred by, or in consequence of the project, its suspension or discontinuance, and for well and faithful completion of the project and the whole thereof, as herein provided.

ARTICLE 4. The County and Contractor agree that the Specifications, and all Addenda thereto together with this Agreement, form the Contract and that such Specifications are as fully a part of the Contract as if attached or herein repeated. The Contractor, recognizing the particular requirements of the County budgetary process, agrees to waive the terms of O.C.G.A. Section 13-11-1 et seq., known as the "Georgia Prompt Pay Act". Contractor agrees that the work and services required by this contract may require inspection and approval of the County's engineers or consultants and that the time for payment shall be tolled for a reasonable time as required for said inspection and approval. Contractor further agrees to toll the time for payment hereinunder for an additional and reasonable period of time for the Contract Technical Representative overseeing the project or work contemplated by this agreement to approve the work and/or

*Project: **BODY CAMERAS FOR POLICE DEPARTMENT (kem)***

services performed. Once the necessary installation and approvals by the engineers or consultants and Contract Technical Representative have been made, the County shall have 30 working days from approval by the Contract Technical Representative in which to pay the Contractor; subject to any documentation requests by the County as necessary to allow the County to evaluate the completeness and accuracy of monies due. A ten (10%) percent retainage may be instituted by the County at any time in accordance with laws of the State of Georgia.

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County, Engineer, Engineer's Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

This agreement consists of parts.

- Part A: Contract Form
- Part B: Affidavit of Payment of Claims
- Part C: Certificate of Insurance
- Part D: Drug Free Workplace
- Part E: Special Conditions
- Part F: Specifications and Pricing

Contractor agrees to perform the project as contemplated herein in a manner that does not jeopardize the safety of Contractor's workers, County personnel or any other person. In addition, Contractor agrees to perform the project contemplated herein in a manner that poses no threat to the environment or violates any federal, state or local statute, ordinance, rule or regulation regarding environmental concerns.

Contractor agrees to comply with the laws of Georgia which require authorization or licensing to conduct business in the State. Notwithstanding statutory exemptions or exclusions, Contractor agrees to subject itself to the jurisdiction and process of the Courts of the State of Georgia as to all matters and disputes arising or to arise under this Agreement and the performance thereof, including all issues relating to liability for taxes, licenses or fees levied by the State. Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be brought in any court in Glynn County, Georgia.

Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County, Georgia and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

Contractor shall take affirmative action in complying with all federal and State requirements concerning

Project: BODY CAMERAS FOR POLICE DEPARTMENT (kem)

provision of services or fair employment and treatment of all applicants for employment without regard to or discrimination based on race, color, religion, sex, national origin or disabilities (particularly in regard to the Americans with Disabilities Act.)

Contractor assumes sole responsibility for completion of the work undertaken pursuant to this Agreement. The County shall consider Contractor the sole point of contact with regard to contractual matters. Subcontracting of any part of the work or service contemplated by this Agreement may not be entered in by Contractor without prior written approval by the County.

Contractors and all approved subcontractors shall compensate its employees, at a rate equal to or greater than the prevailing local wage rate in Glynn County as determined and announced by the Wage and Hour Division of the U.S. Department of Labor.

To the fullest extent permitted by law, contractors and subcontractors shall comply with the Official Code of Georgia, Section 34-9-410 et seq., as amended from time to time. Proof of Certification of Drug Free Workplace Programs under the named statute shall accompany each bid for public improvements projects submitted to the County for consideration.

No assignment or transfer of this Agreement or any right accruing here under shall be made in whole or in part by Contractor without the express written consent of the County.

A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement. Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Agreement shall not be affected but shall remain in full force and effect.

The provisions, covenants, and conditions in this Agreement apply to and bind the parties, their legal heirs, representatives, successors and assigns.

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties hereto.

This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous Agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Agreement if they alter, vary or contradict this Agreement.

The Contractor and the County, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

(Continued on Next Page)

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement under their respective seals as of the date last written below in three (3) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

GLYNN COUNTY, GEORGIA

By: _____
Richard Strickland
Title: Chairman, Board of
Commissioners
Glynn County, Georgia
(Seal)

Attest: _____
Cindee Overstreet
Title: County Clerk
Date: _____



CONTRACTOR:

Company Name

Signed and sealed in
the presence of:

By: _____
Title: _____
(Seal)

- 1. _____
- 2. _____

Attest: _____
(Corporate Secretary)
Title: _____
Date: _____

Project: BODY CAMERAS FOR POLICE DEPARTMENT (kem)

PART B
AFFIDAVIT OF PAYMENT OF CLAIMS
(Submitted with Final Invoice)

_____ this _____ day of _____, 20____ appeared
before me, _____, a Notary Public, in and for
_____, and being by me first duly sworn states that all
subcontractors and suppliers of labor and materials have been paid all sums due them to date for work
performed or material furnished in the performance of the contract between:

Glynn County Board of Commissioners (County) and _____

(Contractor), last signed _____, 20____ for the **BODY CAMERAS FOR GLYNN COUNTY
POLICE DEPARTMENT.**

BY: _____

TITLE: _____

DATE: _____

(SEAL)

Subscribed and sworn to before the _____ day

of _____, 20____

My commission expires on the _____ day

of _____, 20____

NOTARY PUBLIC

(NOTARY SEAL)

PART C

CERTIFICATE OF INSURANCE

This is to certify that _____
(Insurance Company)

of _____
(Insurance Co. Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and its agreed that none of these policies will be canceled or changed so as to affect this Certificate until ten (10) days after written notice of such cancellation or change has been delivered to

Glynn County Georgia Board of Commissioners, Purchasing Agent, 1725 Reynolds St., Suite 300, Brunswick, Georgia 31520.

It is further agreed that Glynn County Board of Commissioners shall be named as an additional insured on the Contractor's policy

1. Insured:

Project Name: **BODY CAMERAS FOR GLYNN COUNTY POLICE DEPARTMENT**

3. Project Number: **IFB #00992**

Policy Numbers(s): _____

DATE: _____
(INSURANCE COMPANY)

ISSUED AT: _____
(AUTHORIZED REPRESENTATIVE)

ADDRESS: _____

NOTE: Please attach Certificate of Insurance form to this page

Project: BODY CAMERAS FOR POLICE DEPARTMENT (kem) _____

PART D

DRUG FREE WORK PLACE CERTIFICATION

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

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

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

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

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

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

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

Company Name

Authorized Signature

Title

Date

Project: BODY CAMERAS FOR POLICE DEPARTMENT (kem)

PART E

SPECIAL CONDITIONS/SPECIFICATIONS

01 GENERAL CONDITIONS:

The General Conditions, Supplemental General Conditions, and Technical Specifications of the Contract shall apply to all work in this Contract except as otherwise specified in these Special Conditions. Requirements of these Special Conditions supersede those of the General Conditions.

02 PLANS:

The attached plans, if any, form a part of this contract:

03 NOTICE:

Notice requirements as stated herein shall be satisfied by posting written notice to the following representatives:

Contract Administration:

The Contract Administrator for this Invitation for Bid (IFB) shall be Ms. Keri Moreland, (912) 554-7135. The Contract Administrator shall act as the County's Representative during the execution of any subsequent contract and related amendments. She will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be final and conclusive and binding on all parties to the Contract.

Any contractual questions arising during the proposal period or during the contract period(s) are to be addressed to the Contract Administrator at the following address:

Glynn County Georgia Board of Commissioners
Attn: Keri Moreland
1725 Reynolds St., Suite 300
Brunswick, Ga. 31520
Phone: (912) 554-7135; Email: kmoreland@glynncounty-ga.gov

Contract Technical Representative

The Contract Technical Representative is the County's day-to-day manager of the services contracted for. He shall provide the successful Proposer direction and monitor the results within the limits of the contracts terms and conditions. He will decide questions that may arise as to quality and acceptability of services performed. He shall judge as to the accuracy of quantities submitted by the successful Proposer in payment requests and the acceptability of the services that these quantities represent. He will be the point-of-contact for developing contract changes and amendments to be approved by the County and executed

Project: BODY CAMERAS FOR POLICE DEPARTMENT (kem)

by the Contract Administrator. Any technical questions arising, subsequent to contract award, are to be addressed to the Contract Technical Representative at the following address:

Glynn County Police Department
Attn: Chief Matt Doering
157 Public Safety Blvd.
Brunswick, Ga. 31525
Phone: (912) 554-7800; Email: mdoering@glynncounty-ga.gov

04 DISCREPANCIES/HIERARCHAL ARRANGEMENT

In addition to individual notations concerning precedence over discrepancies between the various portions of the contract and design documents, the following shall rule:

The technical specifications govern over the contract documents. The Special Conditions govern over the General Conditions. The specifications, made up of the General Conditions, Special Conditions, and technical specifications govern over the plans.

05 WORK TO BE DONE

Work includes, but is not limited to, furnishing all labor, materials, and equipment necessary for the delivery of One hundred twenty body cameras and activation devices as described herein.

The successful proposer shall also provide:

- Start-up
- Warranty work, if required
- Project closeout