**Appendix 1**

**STANDARD CONDITIONS AND TERMS (Generic)[[1]](#footnote-1)**

**OBSERVANCE OF CITY RULES AND REGULATIONS**

The Vendor agrees that at all times its employees will observe and comply with all regulations of the City facilities, including but not limited to parking and security regulations.

**INDEPENDENT CONTRACTOR STATUS**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Vendor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of the Vendor or other persons engaged in the performance of any work or services required by the Vendor under this Contract shall be considered employees or subcontractors of the Vendor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under any state’s Worker's Compensation Act, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Vendor.

**SUBCONTRACTING**

The Vendor shall provide written notice to the City and obtain the City’s authorization to sub- contract any work or services to be provided to the City pursuant to this Contract.

**ASSIGNMENT OR TRANSFER OF INTEREST**

The Vendor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Vendor shall not subcontract any services under this Contract without prior written approval of the City

**INSURANCE**

Insurance secured by the Vendor shall be issued by insurance companies acceptable to the City and admitted in this state. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit, or decrease the liability of the Vendor. Any policy deductibles or retention shall be the responsibility of the Vendor. The Vendor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Vendor ‘s interest or provide adequate coverage. Evidence of coverage is to be provided. A thirty (30) day written notice is required if the policy is canceled, not renewed, or materially changed. The Vendor shall require any of its subcontractors, if sub-contracting is authorized, to comply with these provisions, or the Vendor will assume full liability of the subcontractors.

The Vendor and its subcontractors shall secure and maintain the following insurance:

* adequate workers’ compensation (statutory)
* commercial liability in an amount not less than $\_\_\_\_\_\_ for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than $\_\_\_\_\_\_\_\_\_ where more than one person is involved in any one accident
* property damage insurance in an amount not less than $\_\_\_\_\_\_\_\_.

The City must be named as additional insured for the term of the agreement.

**INDEMNIFICATION**

The Vendor agrees to indemnify, defend, and hold harmless, the City and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by the Vendor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorneys’ fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

**LIMITATION OF LIABILITY**

Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, except with respect to the indemnification obligations of the Vendor herein; this includes liability for claims for personal injury or damage to real or personal tangible property caused by the Vendor’s negligence or tortuous conduct or that if its officers, employees, agents or subcontractors.

**NON-DISCLOSURE**

The Vendor and City acknowledge that they or its employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by, or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Vendor or the City unless required by law

**OWNERSHIP OF MATERIALS**

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Vendor.

**INTELLECTUAL PROPERTY**

Unless the Vendor is subject to one or more of the intellectual property provisions in the paragraphs below, the City own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any “Work” created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work produced by the Vendor under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Vendor may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Vendor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This contract does not affect the ownership of each party’s pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party’s pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

**RETENTION OF RECORDS**

The Vendor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

**SEVERABILITY**

If one or more provisions of the resultant Contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

**CONTRACT AMENDMENTS**

No modification or amendment to the Contract shall become valid unless in writing and signed by authorized representatives of both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the City for prior review and approval.

**TERMINATION**

The City may cancel this Contract for any reason without cause upon thirty (30) days’ written notice. Both the City and the Vendor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days’ written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay the Vendor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by the Vendor, the City shall pay the Vendor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Vendor under this Contract shall, at the option of the City, become the property of the City, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Vendor. The City may, in such event, withhold payments due to the Vendor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Vendor, from asserting any other right or remedy allowed by law, equity, or by statute. The Vendor has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Vendor.

1. This document serves as a guide for agencies wishing to obtain body worn cameras via a competitive process and using a Request for Proposals (RFP) mechanism. It is not meant to supersede any Federal, State, or Local procurement requirements. [↑](#footnote-ref-1)