



41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346
P (678) 382-6700 F (678) 382-6701
dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council
From: Billy Grogan, Chief of Police
Thru: Warren Hutmacher, City Manager
Date: January 14, 2013
Subject: **Award of Video Surveillance Camera Contract to Iron Sky, Inc**

ITEM DESCRIPTION

Funds for a Public Safety Video Surveillance System at Brook Run Park were approved in the 2012 Budget Amendment. This item is for the approval of the contract with Iron Sky, Inc.

BACKGROUND

The City Council amended the 2012 Budget to include the purchase of a Public Safety Video Surveillance System for Brook Run Park. The video surveillance system was requested as a means to address the increase in crime occurring at Brook Run Park.

Both the Norcross Police Department and the Duluth Police Department have contracted with Iron Sky, Inc. to provide their Public Safety Video Surveillance System. Both of these cities selected Iron Sky, Inc. through a competitive bid process with the Houston-Galveston Area Council (HGAC) and their HGACBuy program.

In addition, the Sandy Springs Police Department contracted with Iron Sky, Inc. to develop and integrate their Public Safety Video Surveillance System into their Computer Aided Dispatch system. Iron Sky, Inc. was selected after receiving three quotes for the project. Iron Sky, Inc. has already developed the map based platform interface for Sandy Springs Police that will integrate the cameras in Brook Run Park, which will save the Dunwoody Police Department this expense. Additionally, should the Dunwoody Police Department add additional cameras in the future in other areas, the cost of storage of the data from the additional cameras could potentially be greatly reduced using the servers at the Sandy Springs Police Department for storage.

Iron Sky, Inc has been selected as a Public Safety Video Surveillance System provider by over a dozen cities in the metropolitan Atlanta area.

FUNDING

The cost of the Public Safety Video Surveillance solution by Iron Sky, Inc. is \$117,287.08. A total of \$113,000 has been previously allocated by the City Council. The additional amount of \$4,287.08 will be paid through asset forfeiture funds.

RECOMMENDED ACTION

#M.5.



41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346
P (678) 382-6700 F (678) 382-6701
dunwoodyga.gov

At this time, staff recommends a contract with Iron Sky, Inc be executed for the purchase of a Public Safety Video Surveillance System for Brook Run Park.



*Public Safety Camera and ALPR Solution
City of Dunwoody
Brook Run Park*

City of Dunwoody Police

Billy Grogan
Chief of Police
41 Perimeter Center East, Suite 100
Dunwoody, GA 30346
678-382-6902

Iron Sky, Inc.

Bob Carter
General Manager
102 Mockingbird Lane
Decatur, GA 30030
678-283-4829

Prepared:

December 12th, 2012

Table of Contents

EXECUTIVE SUMMARY	3
EXPERIENCE	6
SCOPE OF WORK	9
SALES QUOTATION	22
TERMS AND CONDITIONS	24
ACCEPTANCE	32

ATTACHMENTS:

- 1) Sales Quotation
- 2) Axis Communications
- 3) Vigilant Solutions

EXECUTIVE SUMMARY

The City of Dunwoody would like to enhance its safety and security measures, deter unlawful activities and increase police resources in the City of Dunwoody - Brook Run Park by implementing a remote-access video surveillance solution that will allow City Management, First Responders and Public Safety Entities to be more proactively aware of activities taking place within and around Dunwoody, while establishing better communication and collaboration between all parties.

A key requirement of the City of Dunwoody's ideal security camera system is the ability for authorized users to view and control any camera at any location from any computer with access to the Internet. By enabling more personnel to view a location without having to physically be at the location, the surveillance system becomes a staff multiplier and allows authorized personnel to more effectively respond to incidents and be proactive in how they provide services. Being able to view live and recorded camera images from any computer will increase situational awareness and significantly decrease the time spent investigating incidents.

Another key requirement of the security camera system is the ability to expand and adapt to the needs of Dunwoody both now and in the future, using a solution that is an extension of the Intelligence Center. There are many video surveillance technologies on the market today and the City of Dunwoody is aware of the danger in selecting a technology that may soon be out-of-date, does not allow expansion or restricts the City of Dunwoody to only working with functionality or hardware that is available at the time of purchase. The City of Dunwoody wishes to install the most appropriate surveillance solution that will address its current needs while establishing a platform that the City of Dunwoody can build on in the future as those needs change. The solution should be non-proprietary to allow the use of commercial-off-the-shelf hardware and use a thin-client architecture to eliminate the need to install and maintain software on user workstations. The solution should also be fully integrated with the region's Multi-Jurisdictional Police Intelligence Center so that area resources are optimized, creating a higher probability of solving crimes, a strong level of cooperation and interoperability between CAD, AVL, ALPR and surveillance resources.

Based on Iron Sky's understanding of the City of Dunwoody's goals for this project, Iron Sky's video surveillance solution meets and exceeds these requirements. Iron Sky uses industry leading IP-based cameras, robust wireless components, non-proprietary software and commercial-off-the-shelf hardware to design cutting-edge video surveillance solutions that are customized to address each of the City of Dunwoody's unique challenges. Using the Iron Sky surveillance management software, authorized City of Dunwoody personnel will be able to view any camera installed in any location, patrol vehicle locations and

incident locations from any computer on the city's LAN/WAN (or Internet) using only a standard web browser.

The Iron Sky system is the foundation of the Multi-Jurisdictional Police Intelligence Center operated at 850 Mount Vernon Highway. Iron Sky has developed this map-based interface so that it displays camera video, live police incident information and live police vehicle locations for multiple departments.

Iron Sky is pleased to provide this proposal, which outlines the requirements and the proposed solution for the installation of public safety video surveillance solution in the City of Dunwoody at Brook Run. Pricing contained in this proposal is offered only to City of Dunwoody and demonstrates Iron Sky's willingness to develop a long-term partnership with the City. This proposal is designed to deliver the greatest return on the City of Dunwoody's investment.

Iron Sky proposes to provide a complete, turnkey public safety camera system consisting of IP-based HD resolution cameras from Axis Communications, a robust wireless network from Ubiquity Networks and automated license plate recognition (ALPR) from Vigilant Video. Using Iron Sky, authorized users will be able to access live and archived video images from any PC on the network and from any PC with Internet access. The map interface will display a map or satellite image of the park with icon locations for selecting cameras. The Iron Sky video management software will reside on a Dell network server within the main structure at the park. The solution will record images from the cameras in H.264 format at 20-30 frames per second (fps) and maintain those images in archive for 14 days. The length of video archive is adjustable and can be supplemented with additional hard drive space. **As additional projects and camera locations are identified in the future, the City of Dunwoody will be able to build on the Iron Sky platform to support an unlimited number of cameras at an unlimited number of locations.**

Highlights of the proposed solution are:

- The total turnkey price for this project is \$117,287.08 which includes all hardware, software, services, installation and year 1 service and support.
- Five (5) IP-based HD resolution Pan/Tilt/Zoom cameras featuring low-light and enhanced image quality.
- Two (2) IP-based HD resolution Fixed cameras featuring low-light and enhanced image quality.
- Two (2) lanes Vigilant Video ALPR cameras covering Brook Run Park entrances.
- Database integration with GCIC, DOR, as well as custom "hot-lists".
- Database integration with CAD and AVL data for incident and patrol vehicle locations.

- Complete system integration with the City of Sandy Springs Intel / Fusion Center for ALPR data sharing, video surveillance resource sharing and user account administration across multiple agencies.
- Fixed position ALPR integration with LEARN.
- Iron Sky integration with ALPR alerts.
- Surveillance camera will stream live images, and will record images, in the H.264 format at HDTV 720p (1280x720) resolution. Recorded camera images will be maintained in archive for fourteen (14) days before they are automatically deleted.
- Authorized users will be able to view any camera from any computer on the police department's LAN/WAN simply by logging on to a web page.
- Dunwoody Police Department will be able to instantly grant remote access to 3rd party agencies in response to incidents simply by issuing the agency the web-browser address (Ex. Ironsky.dunwoodyga.com), a user name and password.
- Users will navigate camera locations using an extremely intuitive Google Map software interface.
- This is a complete turnkey solution, other than Internet services and electric power provided by City of Dunwoody.
- No ongoing fees or subscription costs are required to operate this system, other than the annual turnkey service and support that is being proposed by Iron Sky.
- The proposed solution is an open-standard, non-proprietary solution, which takes advantage of the latest physical security technologies without locking the Dunwoody Police Department into using Iron Sky for future phases.
- As additional camera/ALPR locations are identified in the future the Department will be able to build on the Iron Sky platform to support an unlimited number of cameras at an unlimited number of locations.

EXPERIENCE

Experience

The Iron Sky City-Wide Video Surveillance solution is **designed to scale to an unlimited number of cameras, locations and users**, is **extremely easy to use** and requires **no client-side software** to be installed on any user workstation.

Iron Sky provides City-Wide Video Surveillance solutions to local governments that:

- Reduce crime and criminal activity
- Reduce total operating costs across the City.
- Increase the identification of individuals involved in incidents
- Enable the City to be more proactive in its security efforts
- Facilitate more effective, ongoing collaboration between local law enforcement, facilities management and public safety entities.
- Facilitate real-time communication with outside agencies in response to an incident

Iron Sky's focus on safety and security has driven the company to continually develop the most effective tool for managing security efforts across the enterprise. With Iron Sky's video surveillance solution, City of Dunwoody personnel can:

- View what is happening at any location in real time from any computer over the LAN/WAN
- Instantly collaborate with other personnel over the internet in the event of an emergency
- Manage the safety and security efforts of all locations within the City remotely

There is no other video surveillance provider that works as closely with local governments to enable any authorized user to access cameras in a location from any computer over the LAN/WAN. There is no additional software to purchase or install to operate Iron Sky's video surveillance solution and the City is able to manage all aspects of the video surveillance solution remotely.

Services

Iron Sky offers a complete list of services necessary to successfully deliver **turnkey** video surveillance systems on time and on budget with minimal impact to daily operations. These services include:

Site Audit

Iron Sky schedules a Site Audit with all client personnel that have a stake in the security project. This typically includes Police/Public Safety, Facilities and IT departments and is open to anyone the client deems necessary to attend. The

purpose of the site audit is for Iron Sky to determine the safety and security challenges that are prompting the need for video surveillance and collaborate with the client to identify a strategy for addressing those challenges with security cameras.

The site audit takes into account current safety and security systems and procedures, environmental concerns, Crime Prevention Through Environmental Design (CPTED), lighting levels, availability of electrical power for equipment, facility construction, distance to the intended subjects, current threat levels, prior incidents, client personnel levels and many other factors that need to be understood to adequately design a security camera solution.

System Design

Iron Sky is responsible for the design of every system offered to the client. Iron Sky personnel use the data obtained during the site walk to match the appropriate equipment and installation methods with the level of surveillance necessary for each camera location. Iron Sky designs systems for schools, critical municipal infrastructure applications, cities/counties, military bases, transportation agencies, judicial centers, detention facilities, commercial buildings, wireless applications and many others.

Installation

Iron Sky provides complete installation services for all components on the video surveillance system. Depending on the location of the project, Iron Sky will utilize employee installation crews or subcontract the work to qualified contractors. Subcontractors undergo an extensive qualification process and are continually evaluated to ensure compliance with Iron Sky installation standards. Full-time Iron Sky employees, not subcontractors, manage all installation projects.

Iron Sky is able to allocate resources around the country as needed to ensure project timelines are met and is able to scale up its resources for multi-site projects on short deadlines.

Project Management

Full-time Iron Sky employees are responsible for managing every phase of a client engagement and have extensive experience with large-scale projects. At no time are subcontractors used to manage projects or interact with clients.

Ongoing Service and Support

A major part of Iron Sky's partnership with the client is ongoing maintenance and support. To ensure minimal downtime and impact to the client's staff and resources, Iron Sky has designed an aggressive and proactive support plan that incorporates automated remote monitoring procedures with remote technical support representatives and onsite technicians.

Iron Sky's corporate offices, located in Houston, Texas, will provide Remote Technical Support to all end users, Remote Monitoring of the software and hardware to proactively determine potential issues, and Remote Diagnostics to ensure maximum system uptime with a minimal impact to client personnel. When an issue with a component requires an onsite visit, an Iron Sky technician will be dispatched from Iron Sky's Atlanta office.

User Training

Once the video surveillance system has been installed, Iron Sky provides onsite user training on every aspect of the system in a train-the-trainer model. Attendees of the training session each receive a copy of the Iron Sky User Manual for future reference. All users have instant access to the online help document and 1-800 Customer Service number available on every screen of the Iron Sky interface.

As-Built Drawings

Upon the client's request, Iron Sky can provide As-Built CAD drawings of the video surveillance system identifying the location of devices, cable routing, IDF/MDF locations, legend for the drawing and other pertinent information. Drawing will be furnished after the installation is complete. There is an additional cost for providing As-Built drawings.

Qualifications

Iron Sky's Executive Management is 100% committed to partnering with the City of Dunwoody in the successful implementation of this video surveillance project. Every Iron Sky employee is personally committed to every project Iron Sky undertakes and is available at any time to meet and discuss better ways to support its clients.

Iron Sky is the sole provider of its City-Wide Video Surveillance software and all service personnel undergo extensive in-house training and certification to install and service Iron Sky solutions.

Iron Sky is an authorized dealer for all manufacturers of equipment that will be used in this project and has completed the necessary training to install and service the equipment. Letters of authorization from the manufacturers will be provided upon request.

Iron Sky personnel have designed and installed surveillance projects ranging in size from ten cameras to over 1,500 for a single client. Iron Sky' staff have considerable experience managing the logistics of large (over 1,000 cameras) projects and is confident it can deliver a successful surveillance solution that will exceed the City's expectations on time and on budget.

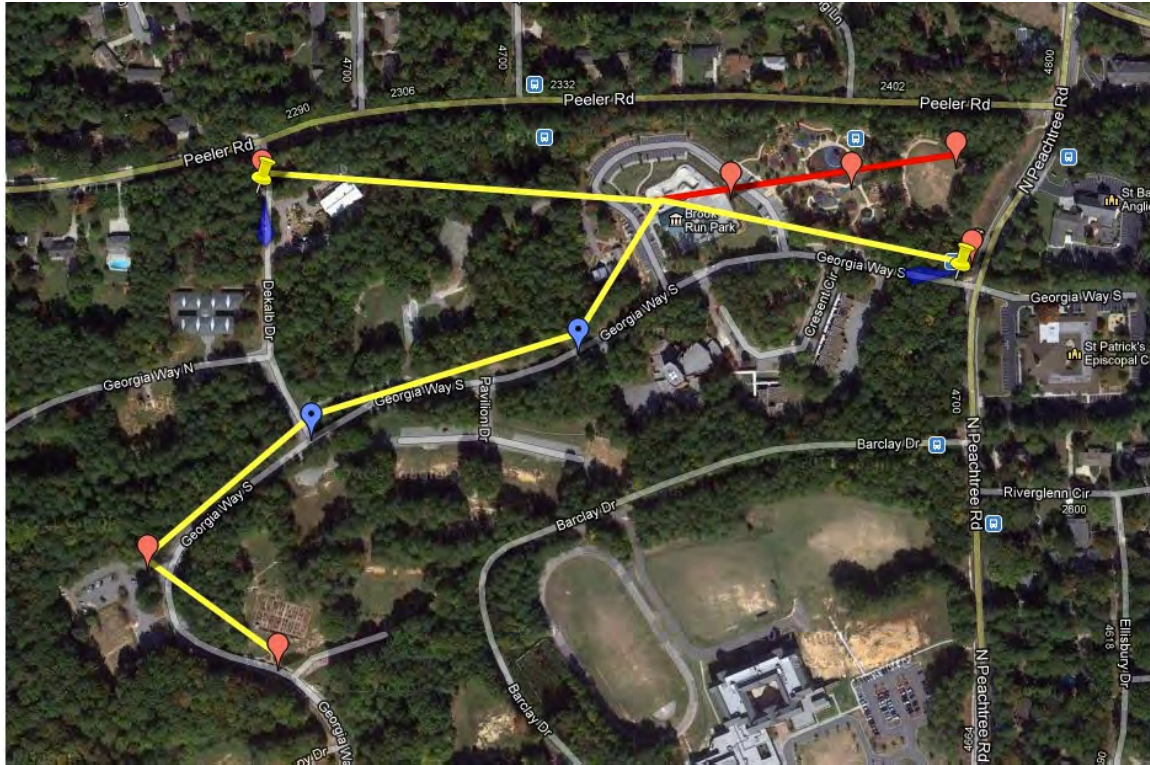
SCOPE OF WORK

Brook Run Park

Iron Sky will install five (5) IP-based HD resolution pan/tilt/zoom cameras from Axis Communications, two (2) IP-based HD resolution fixed position cameras from Axis Communications and two (2) automated license plate recognition system cameras from Vigilant Video. The system is designed to provide images of the main entry/exit to the park, the skate park, the playground, recreation area, dog-park and community garden. The two entrance areas are also covered by automated license plate recognition systems that document the license plates of vehicles entering the park in order to compare them to hot-lists and other vehicle look-out resources. The design layout is intended to provide live and archive images of vehicles and persons coming and going to and from the park.

Summary:

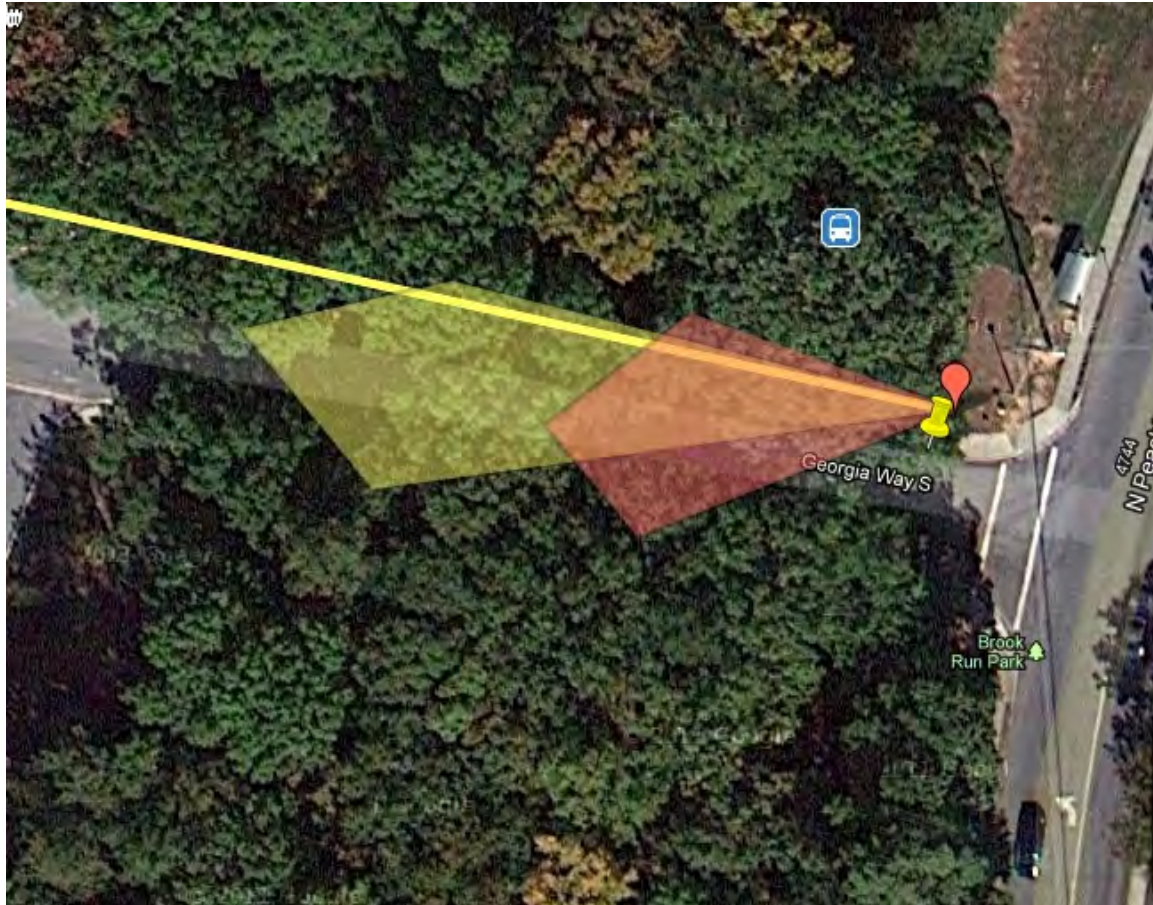
- 5 HD resolution IP-based pan/tilt/zoom cameras from Axis Communications.
- 2 HD resolution IP-based fixed position cameras from Axis Communications.
- 2 lanes of automated license plate recognition using Vigilant Video ALPR at each entrance (1 lane per entrance).
- Integration with the region's Multi-Jurisdictional Intelligence Center.
- ALPR Alert integration on to the Iron Sky map and the Multi-Jurisdictional Intelligence Center.
- Ubiquiti Networks wireless network.
- Dell R510 server with 8TB disk space
- CDFS CarDetector server with integration to LEARN – Law Enforcement Archival Reporting Network
- Wall mounted rack cabinet
- UPS/Anti-surge
- All materials necessary to complete installation (excluding 120 VAC electric power at each camera and Internet services at the Brook Run Park clubhouse).



Iron Sky made the following assumptions regarding the project:

- 1) There is available and constant 120VAC electric power at each camera location. The City of Dunwoody is responsible for all electric power.
- 2) The City of Dunwoody will supply Internet service at the Skate Park building.

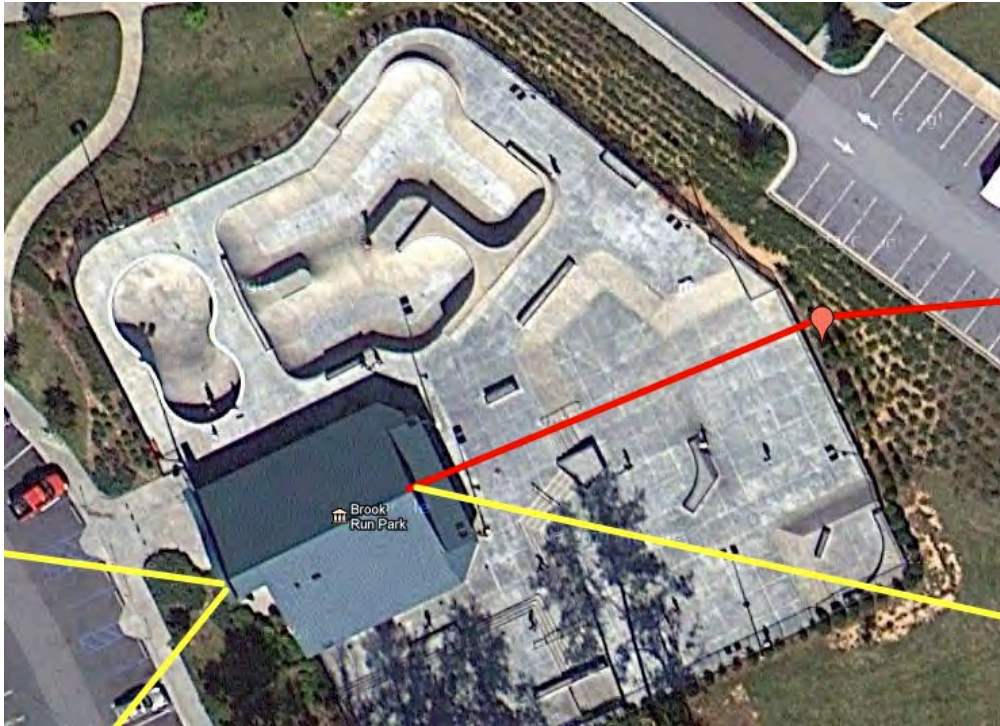
ENTRANCE



RECREATION AREA AND PLAYGROUND



SKATE PARK



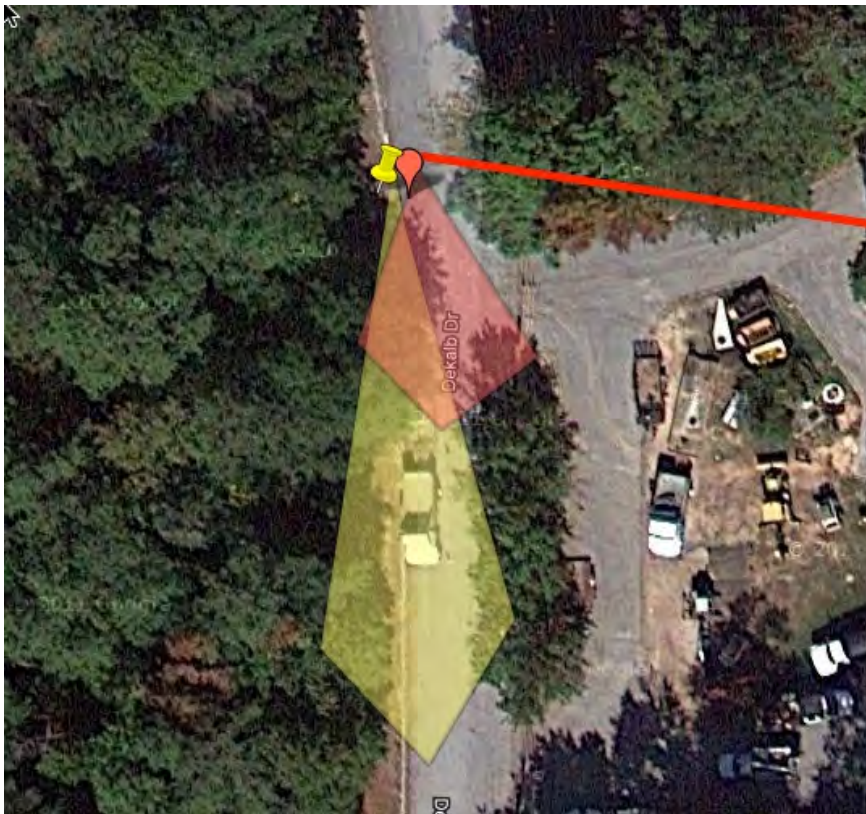
DOG PARK



COMMUNITY GARDEN



SECOND ENTRANCE



Video Surveillance Solution Components

The components that comprise the Iron Sky solution include:

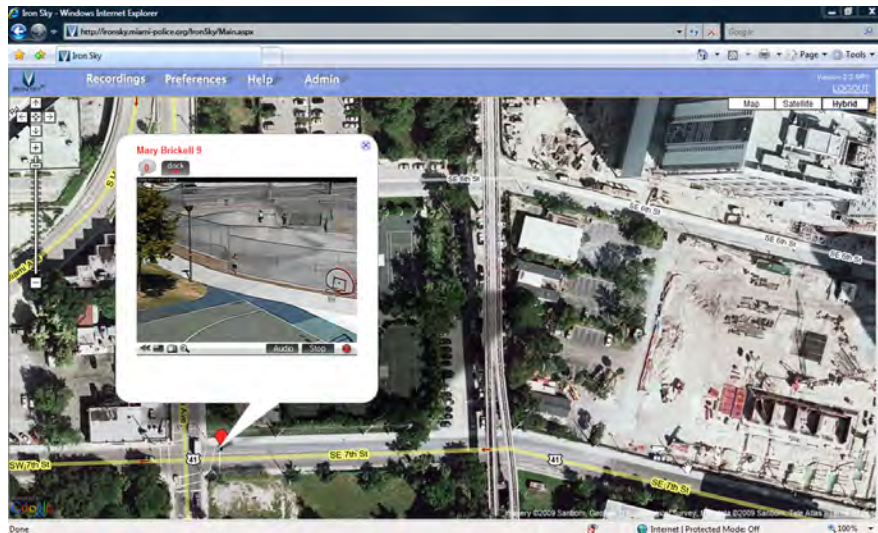
- Software
- Cameras
- Server and Storage
- Network Equipment
- Wireless Solution

Software

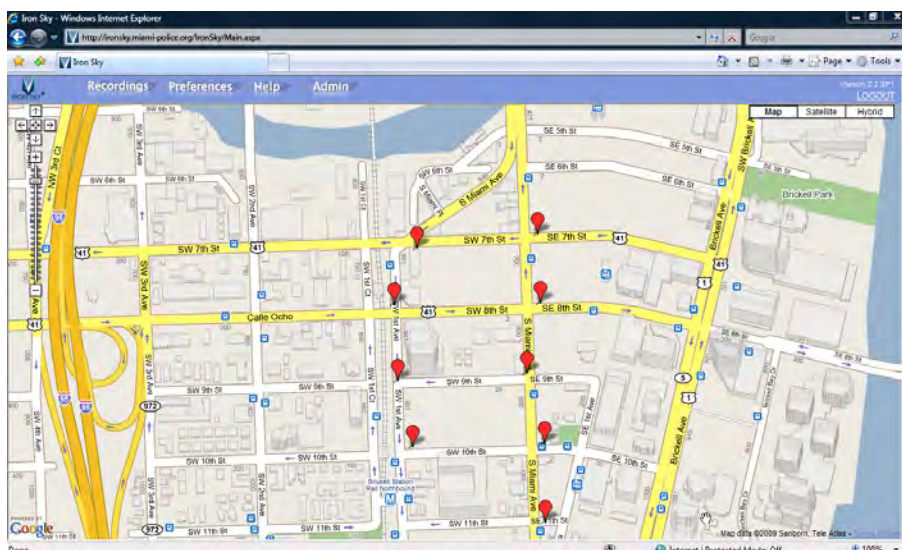
Iron Sky's surveillance management software is the central component of the City-Wide Video Surveillance solution that enables clients to more effectively manage their safety and security efforts. Using **an open-standards, open-architecture development methodology**, Iron Sky's software offers the flexibility to **develop a custom solution** to meet any type of surveillance need that no other company can provide.

Map-based User Interface

Using a map of the City as the interface, the user simply mouse click the camera icon in the location they want to view and live video is displayed. To select a camera to control a user clicks on the camera icon and they are presented with the full size live image and remote Pan/Tilt/Zoom controls. Users are able to view all cameras quickly and efficiently simply by clicking the mouse on another camera icon on the map rather than navigate through multiple pages and camera hierarchies.



The Iron Sky platform licenses the Google Maps API to geographically plot out your Surveillance cameras and assets on a recognizable satellite map of the city. The interface can be customized to show the satellite or graphic map of the city.



This map-based interface is a vast improvement over the traditional tree lists of camera names or numbers without any context. The user can now quickly see exactly where each camera is located as well as find all cameras located around an area of the city. For large metropolitan wide systems such as this new installation, users are able to manage a very large number of cameras throughout the city without being overwhelmed or frustrated.

Ease of Use

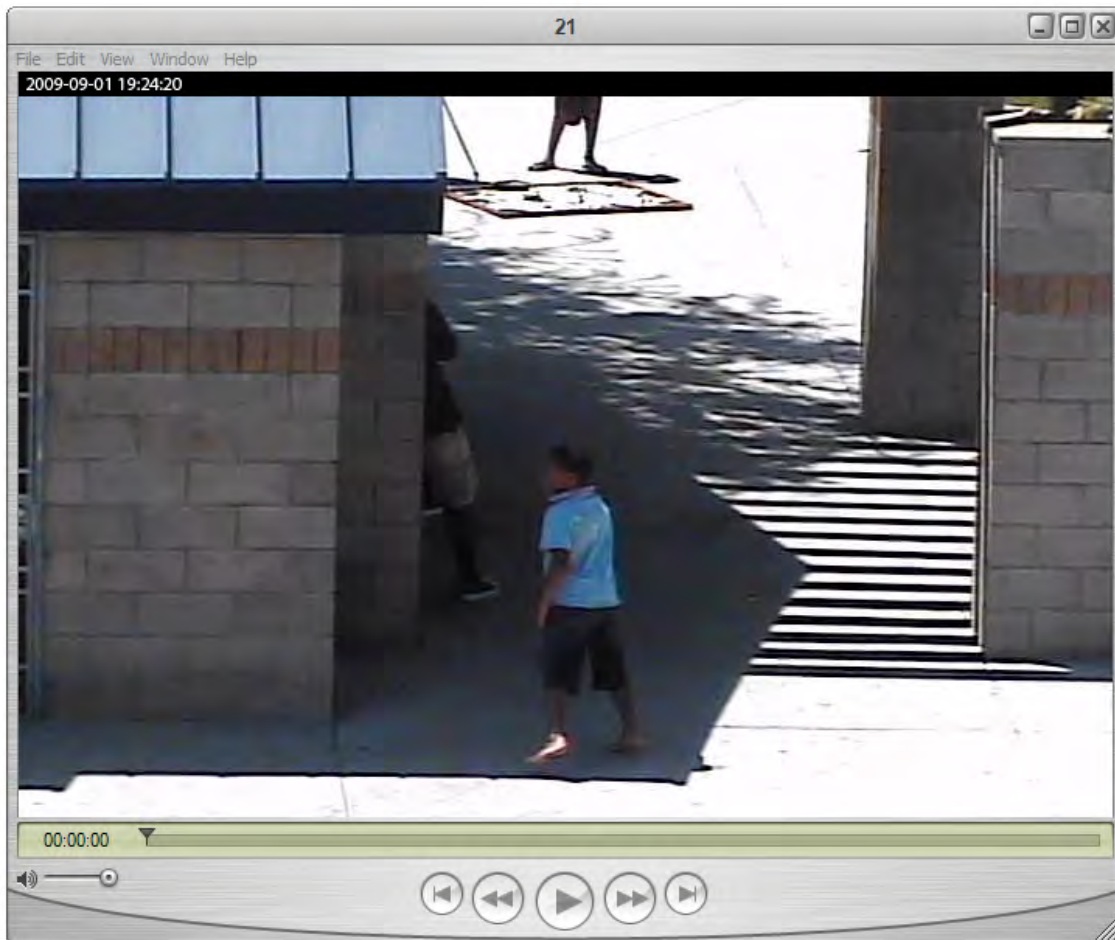
Iron Sky's software is extremely easy to use since it is entirely web-based and mouse-driven. Users are fully trained in less than 10 minutes. There is no client-side software required to view or control the cameras so there is no load on the client's IT staff to load and maintain additional software applications. Users can access live views of any camera in the City within two-three mouse clicks from logging on.

Law Enforcement and Inter-Agency Collaboration

The Iron Sky solution facilitates instant, real-time communication and collaboration with incident and emergency response teams on the ground from remote locations.

The Iron Sky platform stores the recorded video in the H.264 video format. The H.264 format is part of the MPEG4 standard and was developed to support high quality streaming video using lower bandwidth streams. We have selected H.264 as our video format standard because it offers excellent video quality while minimizing the storage needed to store those recordings. This allows us to maximize the amount of video your storage array can handle. Most cameras we recommend support streaming in H.264 natively, but we also support transcoding the MPEG4 and MJPEG video streams from non-supporting cameras. We also selected the H.264 format because it is very portable. **The video recordings**

are able to be viewed using standard media players such as Windows Media Player, Apple QuickTime, and VLC Media Player.



Integration with Other Systems, Data, Analytics and Intelligent Devices

The Iron Sky solution is able to integrate third-party applications such as AVL, CAD, In-Car Video, Crime Statistics, GPS, 3rd party surveillance, license plate recognition, access control, intrusion detection, building systems, and others into a single user-friendly application.

Scalable

The Iron Sky software solution is scalable to an unlimited number of cameras at an unlimited number of locations. Iron Sky's software is licensed on a per-camera basis so the City only purchases the number of licenses for the number of cameras it requires.

Intra-Agency and Extra-Agency Integration

Iron Sky is able to integrate any camera from any other City agency or private entity into the Iron Sky City-Wide Surveillance solution. We can support viewing and recording from any open video stream format in both unicast and multicast.

Integrating with analog cameras is also supported using a digital video encoder, such as the AXIS Q7406.

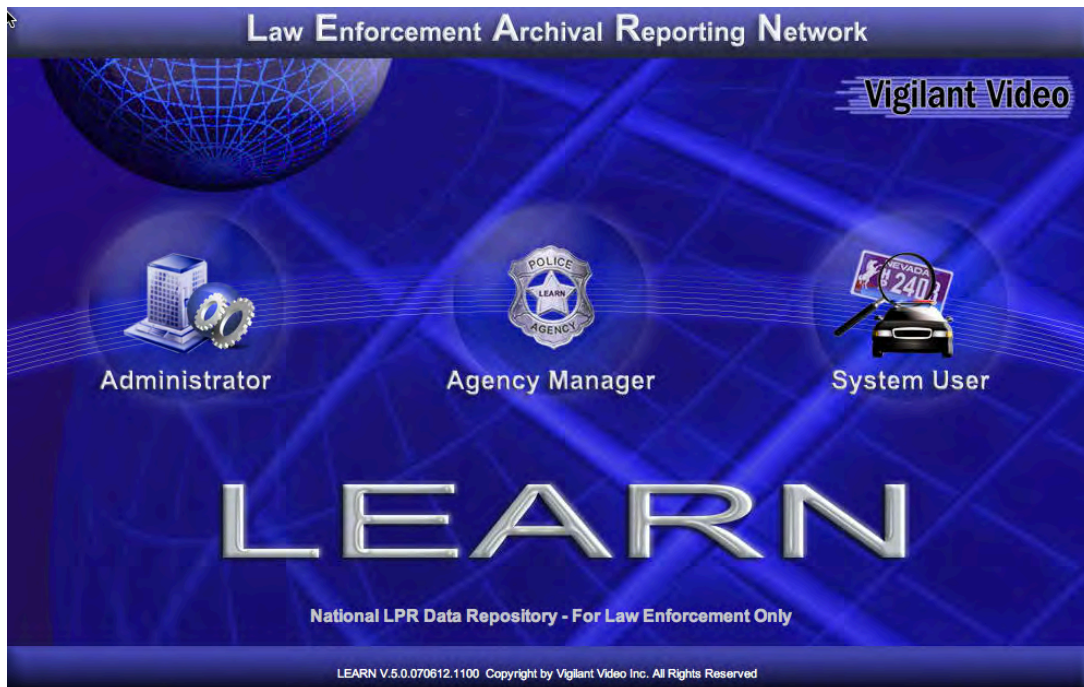
ALPR – Automated License Plate Recognition

The Iron Sky platform is designed to integrate multiple sources of public safety technology on to one easy to use, easy to access, browser-based and map-driven platform. Fixed position ALPR is a power resource and fits perfectly in to the Iron Sky solution. Iron Sky is integrating the Vigilant Solutions fixed position ALPR system on to the map-based platform.



All ALPR camera locations are identified on the Iron Sky map (as shown above) for easy recognition and access. Clicking the LPR icons enables access to the most recent plate scans and “hot-list” detections.

ALPR “alerts” guide authorized users to the geographic location of the event and provide immediate access to other public safety resources in the area such as live HD cameras, building floor plans, and emergency contacts.



The screenshot shows the LEARN web application interface. At the top, there's a navigation bar with links: Home, MAS, Detections, Hot-List, Hit List, and Dashboard. A "Log Out" button is on the right. Below the navigation bar, the text "Agency - Powered by Vigilant Video" is displayed. The main content area is divided into two sections. On the left, there's a "Quick Search Return" section with filters for "All Plate Records", "Time Period", "Show All", "Last 500 Records", "Agency", "User", "Alert Type", and "Mapping". On the right, there's a "Results - 6 Records" section. It shows a grid of six car images, each with a license plate and a "Wanted person" alert. Below this grid, there's a table with columns: Hot Plate, Alert Type, Date, and Time. The table contains six rows of data, each corresponding to a car in the grid above. At the bottom, there are buttons for "New Search", "Save Search", "Output Report", and "Customize View".

Hot Plate	Alert Type	Date	Time
<input checked="" type="checkbox"/> BWU8919	Wanted person	07-19-12	5:53:36 PM EST
<input type="checkbox"/> DC84S4	Wanted person	07-16-12	2:21:08 PM EST
<input type="checkbox"/> BZC3761	Wanted person	07-16-12	7:38:18 AM EST
<input type="checkbox"/> BZC3761	Wanted person	07-09-12	7:38:45 AM EST
<input type="checkbox"/> BZC3761	Wanted person	07-08-12	2:25:41 PM EST
<input type="checkbox"/> DC84S4	Wanted person	06-30-12	4:12:40 PM EST

Hot List alerts, such as the Hit Record Detail below, can be sent out via the TAS Client, email, the LEARN web site and the Iron Sky map.

Cameras

The Iron Sky solution will utilize IP-based, HD resolution fixed and PTZ cameras from Axis Communications. Iron Sky has worked with Axis Communications for several years and has installed thousands of their cameras. Iron Sky believes their corporate support and proven technology provide the best overall camera solution. All necessary housings and brackets will be provided to ensure the successful delivery of this project.

Server/Storage

The camera images are archived onto non-proprietary commercial off the shelf (COTS) servers and storage devices. Iron Sky is installing a Dell server. To balance the need to gather evidence with the cost for storing the camera archives, Iron Sky recommends recording Pan/Tilt/Zoom camera images in H.264 format at 4CIF resolution at 20-30fps and recording megapixel cameras in H.264 format at 20-30fps and maintaining all archives for 14 days.

Note: Server redundancy, failover capability and backup power have not been designed into this server/storage system. The City of Dunwoody should understand that video is being stored only on the primary storage device and failure of that device's hardware, or loss of power, will degrade the system or cause it to stop operating.

LAN/WAN Network Equipment

This is a turnkey remote access network system.

Installation

Iron Sky will be responsible for the supply, configuration and installation of all equipment included in the attached proposal.

Post Sales Support and Service

A major part of a client's partnership with Iron Sky is ongoing maintenance and support. To ensure minimal downtime and impact to your internal resources, we have designed an aggressive and proactive support plan for our clients. This plan includes:

Proactive Monitoring of the Product

Iron Sky's Remote Monitoring software monitors the surveillance system 24 hours a day, seven days a week to proactively identify the following items:

- loss of camera signal ("down camera")
- loss of network connectivity to camera
- loss of connectivity to the server,
- operating system failure
- shutdown of Iron Sky software
- hard drive failure

Remote Monitoring does not use a simple "ping" to determine the status of the surveillance system but instead provides much more detail to determine the health of the system.

Upon detection of one of above items a Iron Sky Technical Support staff member is automatically notified during normal business hours (Monday through Friday 8amEST to 5pmEST). Iron Sky will contact the designated client personnel to determine if any environmental or network issues occurred which may have affected the Iron Sky solution and then work to resolve the issue.

Timely "Pushed" Updates

The software code running on your servers is kept up-to-date by remote updates from Iron Sky's Technical Support office. This ensures the product you purchased will continue to have the most up-to-date code and patches. Software upgrades are not included.

On-Site Support

Most organizations cannot afford to allocate precious technology personnel and resources to the support of third-party equipment. By using remote access methods, Iron Sky makes every attempt to eliminate the impact to your IT and operational staff. Should an issue occur that requires a physical response to a hardware component Iron Sky will dispatch one of its local technicians within five business days to identify, diagnose and resolve the issue in as short a time as possible.

Remote Support Requirements

Iron Sky has very high standards of Client service. In order to hit these marks, we request a limited amount of access to the Client's networks via the Internet. We understand that this type of access is a very sensitive area for most organizations, and rightly so. However, we have taken every step possible to manage risk and bring it to the absolute minimal levels possible. **Iron Sky will work with City of Dunwoody IT personnel to determine the best method of supporting this system based on the following requirements:**

We request access to two (2) destination TCP ports and one (1) destination UDP port of your choosing through your firewall, restricted to access from the two specific IP ranges- one for Iron Sky's Technical Support Center in Houston and one for Iron Sky's Disaster Recovery Site in case of an emergency in Houston.

This level of access allows Iron Sky to provide the full array of Remote Monitoring capabilities to ensure that server, software and cameras are functioning in a normal manner. Iron Sky has the ability to monitor all components of the system every 60 seconds to proactively detect the health of each component. If an anomaly is detected, then Iron Sky Technical Support staff can proactively and quickly resolve a majority of these issues during normal business hours without the need to gain access to your physical site or staff. This remote monitoring and technical support capability allows the security camera solution to be on-line with minimal downtime.

Iron Sky follows very strict guidelines in using remote access. All remotely accessible servers are protected by strong passwords containing alphanumeric characters and no guessable words or phrases. In addition, the connection uses SSL so that no sensitive information is transmitted in observable "plain text" across the network.

The greatest fear Iron Sky has is that one of its systems not be accessible to all necessary parties in the unfortunate event of an incident. Iron Sky's unique and extremely robust Remote Monitoring capabilities help to ensure that the system is operating at full capacity and is available to whoever needs access whenever they need access.

SALES QUOTATION

The Iron Sky sales quotation can be found as an attachment to this document containing all software, hardware and professional services required to accomplish the tasks outlined in the Scope of Work. Each component is itemized by price and quantity on the attached quotation.

Payment Milestones

Iron Sky will invoice 50% of the contract upon PO and Iron Sky will invoice 35% upon installation. The remaining balance will be invoiced upon customer acceptance of the completed project. All invoice are due 30 days after receipt.

Project Schedule

Iron Sky has installed hundreds of City-Wide Video Surveillance solutions in all types of locations and facilities across the country and is able to successfully install systems in any environment. Our installation experience allows us to provide a quick, clean and complete installation with little to no disruption in daily activities.

Iron Sky realizes the importance of delivering this solution in a timeframe conducive to the City of Dunwoody. The Iron Sky Construction Manager and the designated City of Dunwoody Point of Contact (POC) will develop a project schedule during the pre-construction meeting, which will be scheduled fifteen (15) days after the execution of the Purchase Order.

Iron Sky will work with the City of Dunwoody to determine the project schedule. A typical project schedule for Phase I would be:

- Day 1: Client accepts the proposal and issues a Purchase Order.
- Week 1: Iron Sky schedules a pre-construction meeting with the relevant Client staff members to review scope of work, project assumptions, Client deliverables and timeline. Iron Sky orders equipment and coordinates subcontractors once all items have been agreed upon.
- Week 4: Installation is estimated to begin 3-4 weeks after the preconstruction conference and should take 2-3 weeks onsite to complete. (Note: Installation will not begin until all IT information has been provided and Client has given full remote access to Iron Sky Technical Support personnel.)
- Week 6: Once installation is complete, the system is turned on and tested for 1 week. Client personnel will not have access to the surveillance system during this time.

Week 8: Once the system has been fully tested, it is released to the Client, training is conducted and a punch list is compiled. Users will not have access to the system until testing and final configuration has been completed. Once the punch list items have been addressed, the Client will sign off that the system is 100% to its satisfaction and the final invoice will be submitted. Upon completion of installation and acceptance by client Iron Sky will supply full system documentation to included manufacturers data sheets, operating manuals and “as built” system diagrams in .PDF or AutoCAD format.

System Training

Iron Sky will provide one (1), four-hour training session to train up to ten (10) City of Dunwoody personnel as trainers using a “train the trainer” model. The training includes system operation procedures and maintenance information for all system components. The City of Dunwoody will designate three of those users as system administrators to undergo more extensive training. Training of all users will occur on one day to be determined by the City of Dunwoody once the system has been installed.

Additional technical training will be available on a Time and Materials basis, and will be available under a separate proposal.

TERMS AND CONDITIONS

Project Assumptions

- Iron Sky is responsible for the design, setup, and configuration as described in this proposal. Iron Sky has provided the preliminary conceptual design. Prior to installation of any component of the system at each designated location, Iron Sky shall submit proposed plans and specifications to Client for review. Such plans and specifications would reflect the system configuration agreed to between the Parties. Upon Client's approval, such proposed plans and specifications shall be considered the final Installation Plans and Specifications.
- After Iron Sky submits any plans and specifications, Client will approve such documents within five (5) days or will provide written comments such that Contractor may correct the plans and specifications and resubmit them for approval. If Client does not provide approval or respond with written comments within five (5) days, the submitted plans and specifications shall be deemed acceptable by Client for use in the project.
- Client will provide suitable and constant electrical power to light and utility poles where equipment is to be installed.
- Client will provide, at no cost to Iron Sky, armed police escorts to accompany Iron Sky personnel to locations where equipment is to be installed if Iron Sky believes the safety and security of its personnel is in question.
- Client will provide, at no cost to Iron Sky, sufficient traffic control to include, signs, cones and flagmen.
- All AC power shall be provided by Client and installed into Iron Sky provided junction boxes or connected to Iron Sky power supply modules as may be required.
- A suitable earth ground shall be provided for bonding of Iron Sky equipment as may be necessary.
- Continuous and contiguous access to all work areas and poles shall be available without delays.
- All work areas shall have free and clear access and all make-ready work, securing of all necessary permits, filing of all other required municipal notifications and forms, notifications of utility companies, and other notifications and filings that are necessary shall have been accomplished and completed by Client prior to commencement of any work.
- Client will provide suitable areas for installation of the system equipment. These areas must provide adequate heating, ventilation, air conditioning (HVAC), and humidity control to protect the computer equipment from damage. Installed equipment that must operate in environmental conditions outside the product's technical specifications (such as extreme heat, cold, or humidity) may degrade the system's performance and will invalidate product warranties. Provision of HVAC for temperature/humidity control has not been provided in this proposal.
- Client will provide information and permission to connect to IT networks as necessary for installation and completion of this project. Information may include locations of network closets and utility rooms, descriptions of network

infrastructure, providing static IP addresses, etc. Permission to connect may include co-location of equipment in network closets, creation of subnets or Virtual Local Area Networks (VLANs), opening certain ports on the firewall, etc. To accomplish these tasks, the Iron Sky Team would like to communicate and coordinate with the Client's IT staff early in the project planning process. Iron Sky reserves the right to delay commencement of work, at no penalty to Iron Sky, until questions have been answered, permissions have been granted, and requested information has been provided.

- Client will provide static IP addresses, subnet mask, and default gateway information for all surveillance system equipment, as necessary. Client is responsible for maintaining the camera system IP address schema documentation and making updates as necessary.
- Client will provide a sufficient number of network ports ("network drops") at designated telecommunications closets ("hub rooms") within the facilities and locations where surveillance system equipment will be installed.
- In order to control costs, server redundancy and failover capability has not been designed into this camera system. Client understands that video is being stored only on the primary server, and failure of that server's hardware will degrade the system or cause it to stop operating.
- Client is responsible for granting permission or obtaining permits to install any cameras, network equipment, mounting hardware, etc., described in this proposal. This includes permission and/or permits for installation of equipment within rooms, hallways, stairwells, and on exterior walls, on rooftops, etc., as necessary and within the scope of this proposal.
- Iron Sky will be responsible for ensuring the installation meets applicable building ordinances and electrical codes.
- Except for items specifically listed in this project's bill of materials, Client is responsible for installation of any and all electrical wiring, conduit, grounding, network switches, etc., necessary to power and connect the system to the City of Dunwoody's LAN/WAN. This task includes closing any gaps between the existing electric junction boxes and network equipment for each camera location prior to the commencement of equipment installation by Iron Sky. Client is responsible for finishing and/or painting any electrical conduit or installed materials to match the building's walls, ceiling, or interior.
- Client is responsible for securing physical access to each of the camera locations from any non-City of Dunwoody entity.
- Unless Iron Sky has expressly assumed such costs elsewhere in this proposal, Client shall bear all associated costs for any activity when deemed necessary for the progress and completion of any sub-section.
- Iron Sky assumes that all information provided by the Client to be true and correct to the best of the knowledge of the Client. Based on that assumption, pricing is being provided as per the requirements. If during the performance of this contract any discrepancies are identified, including, but not limited to, structural defects, hazardous conditions, existing system capacity, or compatibility issues, Iron Sky may choose to accept the additional work or submit a Change Order proposal to the Client.

- Iron Sky reserves the right to delay commencement of work, at no penalty to Iron Sky, until questions have been answered, permissions have been granted, and requested information has been provided.
- Client must inform Iron Sky in writing if any of the Project Assumptions cannot be met.

Deliverables

Due to the nature of a firm fixed price contract, written deliverables shall be delivered to the client Point of Contact (POC) by Iron Sky in accordance with the time frames set forth in Iron Sky's proposal. Prior agreement regarding written deliverable content and format shall precede performance and shall govern acceptance of the final written deliverable. At the completion of Client review (within the time frame specified herein), the POC will promptly provide a single, conclusive, integrated set of consolidated written comments to the Iron Sky Project Manager within ten days (or as otherwise mutually agreed in writing in advance) after receipt of each deliverable. If any comments identify changes desired by the POC, which do not constitute errors or omissions based on the requirements of the Statement of Work and Iron Sky's proposal, POC acknowledges and agrees that any change requested may result in an upward or downward equitable adjustment in the contract price, delivery schedule, timeframe for performance, or other affected terms of the contract. Such changes may not be made unilaterally by the POC, but rather as mutually agreed to by the parties. Iron Sky shall be entitled to seek an equitable adjustment and POC agrees to modify the contract accordingly.

Testing and Acceptance

The Iron Sky Project Manager and the designated Client POC will develop a set of testing and acceptance criteria to be documented and signed by both Parties within fifteen (15) days after the Project Kickoff Meeting as it corresponds to the implementation of each sub-section. These acceptance criteria will be utilized to determine that the project has been completed and is acceptable by the Client. In the event that acceptance criteria cannot be agreed upon between the Parties, the project will be suspended and no work will be performed until such issues have been resolved.

Client agrees that Testing and Acceptance shall be according to the component manufacturer's OEM specifications. Within fifteen (15) days after the Project Kickoff Meeting, Client may review the OEM Testing and Acceptance criteria and make modifications upon written mutual agreement of both Parties. If Client does not modify the Testing and Acceptance criteria within fifteen (15) days, the standard OEM specifications shall apply.

Installation Acceptance

Client will take full ownership and responsibility for any system equipment immediately as any component has been installed on Client property or any site described in this proposal. Client will provide a designated Inspector to inspect,

accept, and sign an Installation Acceptance document provided by Iron Sky. If the equipment is deemed unacceptable, Iron Sky shall remedy any problem to bring the installation into compliance with the manufacturer's specifications. After installation by Iron Sky, Client shall be responsible for the cost of replacing and reinstalling any equipment that may become damaged, vandalized, or stolen. Unless Force Majeure conditions apply, installed equipment that is not inspected and accepted by Client within four (4) calendar days after installation may be uninstalled by Iron Sky. Client will bear any additional costs incurred by Iron Sky for the removal of equipment.

Operational Acceptance

The Parties understand that certain components, once installation and connected, can become active and operational for their intended purpose. Such activation may thereby provide Client with "beneficial use" of that component. Upon activation of a component of the System and demonstration that such component satisfies the applicable criteria in the Acceptance Test Plan, Client agrees to inspect, accept, and sign an Operation Acceptance document provided by Iron Sky. If the component is deemed unacceptable, Iron Sky shall remedy any problem to bring the equipment's operation into compliance with the Testing and Acceptance criteria. If the component is operational and provides beneficial use for its intended purpose but, for any reason, does not meet certain criteria listed in the Acceptance Test Plan, Client and Iron Sky may agree that such component is operational and therefore complete.

Final Acceptance

Final Project Acceptance will occur when Iron Sky has demonstrated that all System equipment and components are installed and operational. Iron Sky is not responsible for issues that arise with the Client's network, electrical power or other systems that are owned by the Client but impact the performance of the video surveillance system.

Limited Warranty

Iron Sky represents and warrants that its services will be performed in a professional and workmanlike manner, and in accordance with the specifications, terms, and conditions of this proposal. Work performed under this proposal will conform to the OEM requirements. Standard manufacturer warranty will apply to all products, and will commence at the time of shipment by manufacturer.

Except as otherwise expressly described in this proposal, Iron Sky makes no representations or warranties, either verbal or written, expressed or implied, regarding any matter, including the merchantability, suitability, originality, fitness for a particular use or purpose, or results to be derived from the use, of any technology service, software, hardware, or other materials provided under this agreement, or that the operation of any such service, software, hardware or other materials will be uninterrupted or error-free.

Warranty Conditions

Iron Sky warrants this installation to the original purchaser to be free from defects in material and workmanship under normal use during the warranty period. This period will be as follows:

- **Materials:** Products will be repaired or replaced, at Iron Sky's discretion, without charge for a period of 365 days. Any repaired or replaced items immediately become the property of Iron Sky and the disposition, salvage, or disposal of such items will be determined by Iron Sky.
- **Labor:** Products will be repaired or replaced at Iron Sky option without charge for a period of ninety (90) days. Labor to correct warranty problems is provided only during normal working hours, Monday through Friday, 8:00am to 5:00pm, excluding holidays.
- **Clarification:** Consumable items will be warranted in accordance with the original manufacturer's warranty only. Devices including, but not limited to, fuses and/or power and/or lightning transient protectors/suppressors, which are designed to fail in order to protect the security system equipment are not included in the warranty.
- **Software:** All software is warranted to perform and operate in accordance with published specifications at the time of sale. In the event of a program defect, the sole obligation of Iron Sky shall be to make available all published modifications that correct program problems which are published within one (1) year from date of purchase, provided Client has returned the Registration Form delivered with the software package. The warranty will not apply to any product or installation, which has been misused, abused, or altered.

The only warranty provided by Iron Sky is the limited warranty stated above which shall not extend beyond the period stated in this proposal. Iron Sky makes no other warranties, expressed or implied, of merchantability or fitness for a particular purpose. No responsibility is assumed for any incidental or consequential damages, even if Iron Sky has been advised of the possibility of such damages. Iron Sky does not promise that the system or the services cannot be compromised or that they will always provide the intended signaling, monitoring, or other services. If a court decides that Iron Sky has given the Client any implied warranty, it will extend only for the length of the limited warranty period. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Client. This limited warranty gives the Client specific legal rights. The Client may also have other legal rights that vary from state to state.

This warranty will be voided if, during the warranty period, the Client connects to or interconnects with, subsequent to the initial installation, devices not supplied

or installed by Iron Sky. The warranty will also be voided if warranted equipment is serviced by a non- Iron Sky authorized organization. This warranty period shall commence when the Client has beneficial use of the system, or completion of system installation, whichever occurs first.

Change Orders

The Parties may, at any time, make changes in the work within the general scope of the contract including changes in the specifications (including drawings and designs), in the method or manner of performance of the work, in Client-furnished facilities, equipment, materials, services, or site(s). If any change causes an increase or decrease in Iron Sky's cost or the time required for the performance of any part of the work under this contract, the Parties shall make an equitable adjustment and modify the contract in writing. All requests for Modifications or Changes Orders shall be submitted in writing and be mutually agreed upon prior to execution and commencement of work.

Except as provided in this section, no order, statement or conduct of Client shall be treated as a change until both Parties negotiate and agree upon a written Change Order that includes the scope, requirements, price, terms, and other necessary aspects that adequately describes the change.

In the case of defective specifications for which the Client is responsible, the equitable adjustment shall include any increased cost reasonably incurred by Iron Sky in attempting to comply with the defective specifications. These costs may include Direct Costs to include, but not be limited to, materials, transportation, delivery, labor, equipment necessary for the change, engineering and preparation, revisions to shop drawings, taxes, bond expenses, etc., and Indirect Costs to include, but not be limited to, overhead, general and administrative expenses, fringe benefits not normally treated as direct costs.

General Assumptions

- Iron Sky's offer is limited to only those areas that are proposed.
- This proposal is valid for a period of 60 days from the proposal date.
- The pricing contained in this proposal is valid for a period of 60 days from the proposal date.
- Any use of the term "days" as a passage of time within this proposal refers to calendar days.
- When on-site performance is necessary, Iron Sky will be afforded access to appropriate resources within the Client facilities, including, but not limited to: related employees/vendors/developers/consultants, appropriate work space, hardware, software, network connections, test and live data will be made available to Iron Sky in a timely manner.
- Any material delay of three (3) days or more in providing such reasonable accommodations shall be considered a delay on the part of Client and additional compensation may be sought on a time and materials basis.

- Iron Sky assumes that all information provided by Client to be true and correct to the best of the knowledge of Client. Based on that assumption, pricing is being provided as per the requirements. If during the performance of this contract any discrepancies are identified, including, but not limited to, structural defects, hazardous conditions, existing system capacity, or compatibility issues, Iron Sky may choose to accept the additional work or submit a Change Order proposal to Client.
- Iron Sky will not be held liable for any liquidated damages or other possible incurable charges and may require additional compensation for increased project management hours.
- This project may contain tasks or deliverables that will depend upon Client taking actions to include, but not limited to, providing information, approvals, and deliverables in order for the project to progress or be completed in a timely manner. If the project schedule is delayed in this fashion, the Iron Sky Project Manager will inform Client and record such impact in the weekly report.
- Client agrees that Iron Sky may bill Client on a Time-and-Materials (T&M) basis for delays in excess beyond three days that result from waiting for Client action on deliverables, approvals, or other actions required by this project. For this project, T&M charges for Project Management will be billed on an hourly basis at \$135.00/hour.
- All deliverables will be set up with a corresponding project schedule or as set forth within the SOW according to the security solution design. The project schedule will be agreed upon at the pre-construction conference or within 15 days after the Project Kickoff Meeting, whichever comes first according to the implementation of each subsystem. If the project schedule cannot be mutually agreed upon within 15 days, any remaining open items will be determined at Iron Sky's discretion.
- Iron Sky will make every effort to deliver within the timeframe as set forth. If, however, there are unexpected changes made by Client that impede the schedule, or any discrepancies are identified, including, but not limited to, structural defects, existing system capacity, or compatibility issues, Iron Sky may choose to accept the additional work or submit a Change Order proposal to Client. Otherwise, Iron Sky may be forced to request an extension to the period of performance at an increased cost which may exceed the originally proposed price.
- Iron Sky assumes that reports and/or deliverables (except as noted within our technical proposal) will be submitted in electronic format with minimal, hardcopy backup. Should requirements arise for the submission of formal, bound reports, Iron Sky shall propose subsequent pricing as appropriate.
- Upon acceptance of this proposal, Iron Sky is dependent upon all deliverables being received and reviewed by Client within fourteen (14) days. Delays beyond fourteen days, unless agreed to in writing prior to deliverable submission, shall be considered delays on the part of Client. Iron Sky may seek compensation for these delays.

- Iron Sky's request for resources and/or meetings will be acknowledged by an authorized representative of Client to include an estimate of time required to make available the requested resources should resources be required.
- All meetings involving Iron Sky shall be conducted at mutually agreed upon times and locations between Client and Iron Sky without unreasonable delay. Both Parties will make available appropriate personnel to provide maximum value to the meeting.
- Any modifications proposed to the contract statement of work or a specific task order statement of work must be negotiated and approved by both parties within ten business days. If there is no agreement within this timeframe, Iron Sky shall not be required to commence additional work and may, at its sole option, proceed according to the existing statement of work or specific task order statement of work.
- All support and deliverables will be provided in United States English.
- Iron Sky assumes that there will be only one Client Point of Contact assigned to lead this project and who will have full support from Client senior management. Under this arrangement it is assumed the appropriate Client personnel will be available on a timely basis to work with Iron Sky representatives, and that management will provide authority to the POC sufficient to support the full scope of the project.
- Client will provide a designated Inspector to inspect, accept, and perform day-to-day activities in cooperation with Iron Sky for benefit of the project. The Inspector must have full support from Client senior management and authority to sign receipts and acceptance documents.
- Any enhancements to, or modifications of, any software or hardware utilized in the support of the "Project" not covered in this proposal will be negotiated as a separate price.
- Should the SOW terminate early for any reason whatsoever, and notwithstanding which party terminates, in the event of termination prior to completion of the Iron Sky Services, Client agrees to pay Iron Sky: (i) for all Iron Sky Services performed by Iron Sky or its subcontractors in accordance with the SOW invoiced and/or to be invoiced but to date unpaid (Fee, Expenses, Milestone Payments), up to the effective date of termination.

ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated below.

City of Dunwoody

Iron Sky Inc.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO: _____

Iron Sky, Inc.

Proposal for:

City of Dunwoody

Date: December 11th, 2012

Prepared for:		Prepared by:		
City of Dunwoody 41 Perimeter Center East Dunwoody, GA 30346 Billy Grogan, Chief of Police Tel: (678) 382-6902		Iron Sky, Inc. 1773 Westborough Drive Katy TX 77449 Bob Carter Tel: (678) 283-4829		
Item	Description	Units	Unit Price	Total Price
SOFTWARE & HARDWARE				
FC12T1509PS	Iron Sky Video Management Software license. One license required for each camera to be managed by Iron Sky.	7	\$ 1,000.00	\$ 7,000.00
FC12T1511	COTS Server to support 10 cameras recording at 30frames per second in H.264 compression at 30% image quality compression recording for 14 days 2U Server w/ 3 X 2TB Raid5 Array Windows Server@2008, Standard x64, Incl Hyper-V™, Includes 5 CALs Microsoft® SQL Server™ 2008 X64 Standard (5 CAL) Adobe Flash Media Streaming Server 3.5 Does not include Iron Sky Video Surveillance Management software licenses Includes 3 Year ProSupport for IT and Next Business Day On-site Service from Manufacturer Includes Iron Sky services required to install and configure Iron Sky VMS software, operating system, SQL Server and Flash Media Server.	1	\$ 10,782.00	\$ 10,782.00
FC12T19VV-CDFS1SR	COTS Windows PC, AMD AthnonII X4 635 Quad Core CPU, ASUS M4A785-M Motherboard, 4GB DDR2 800 Memory, Seagate Barracude 7200.12.3.5in SATA 250GB 3Gb/s, MS Windows 7 Professional 32 Bit OS, Rack Configuration 2U.	1	\$ 3,725.00	\$ 3,725.00
FC12T19VVDDSP-1CDF	DSP LPR - 2 camera system -includes 2 DSP digital signal processor pancake unit with 2 wiring harnesses.	1	\$ 2,700.00	\$ 2,700.00
FC12T19VVR2-XXX-STD	LPR Cameras (2) - combination IR and Color LPR Cameras with RAM ball mount and standard cable connections.	1	\$ 6,560.00	\$ 6,560.00
FC12T1517	16-Port KVM 17" LCD 1U Rack Console	1	\$ 1,608.00	\$ 1,608.00
FC12T1518	UPS 2200 VA 2U Rack-Mount	1	\$ 1,108.00	\$ 1,108.00
FC12T1537	HDTV, day/night, fixed dome with vandal-resitant, IP66-rated outdoor casing. Varifocal 3.3-12 mm DC-iris lens, remote focus and zoom. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 720p or 1MP resolution at 30 fps. WDR. Video motion detection and active tampering alarm. Two-way audio detection and audio detection. I/O for alarm/event handling. SD/SDHC memory card slot for optional local video storage. Operation in -40°C to +55°C powered by standard Power over Ethernet. Midspan not included.Price includes staging and configuration of camera.	2	\$ 1,131.97	\$ 2,263.94
FC12T2281	HDTV 720p compliant outdoor-ready, PTZ camera with 18x optical zoom. HDTV 720p @ 30fps (1280x720) in H.264 and Motion JPEG, Day & Night, IP66 and NEMA 4X classification. Advanced Gatekeeper. Includes High PoE 30 W midspan, smoked and clear dome. Mounting brackets are not included.	5	\$ 3,166.31	\$ 15,831.55
FC12T1553	Pole mount adaptor for Pendant Dome	7	\$ 58.34	\$ 408.37
FC12T1560	Pole Bracket for IP PTZ camera with steel pole straps	7	\$ 97.89	\$ 685.24
FC12T1598	Ubiquiti NanoBridge 5GHz 22 dBi Hi-performance MIMO Bridging Device. Price includes staging and configuration services.	19	\$ 173.75	\$ 3,301.25
FC12T1600	Ubiquiti AM-5G20-90 - 5GHz AirMAX MIMO SectorAntenna with 20dB, 90 Degree.	2	\$ 248.75	\$ 497.50
FC12T1604	Wall-Mount Cabinet - 38" tall x 22" deep	1	\$ 785.00	\$ 785.00
FC12T1608	Rack-mounted shelf	2	\$ 65.00	\$ 130.00
FC12T1621	Connectors, Fittings and Terminations	9	\$ 45.00	\$ 405.00
FC12T1661	NEMA enclosure for camera installation locations. Network switch, camera power, UPS/surge.	9	\$ 1,400.00	\$ 12,600.00
FCT12TBLPL	25' Black aluminum pole, direct burial (does not include power).	8	\$ 450.00	\$ 3,600.00
Software & Hardware Total				\$ 73,990.85
INSTALLATION SERVICES				
FC12T1801	Server and Storage Device Installation: Per device fee for on-site installation of server and storage devices and configuration onto the client's network.	1	\$ 2,000.00	\$ 2,000.00
FC12T1806	Pole-Mounted Equipment Installation: Per device fee for work performed to install device on structures other than buildings (utility poles, towers, etc). Price does not include installation of pole, electrical work, trenching, conduit or bucket truck rental.	9	\$ 2,750.00	\$ 24,750.00
FC12T1807	Roof-Mounted Equipment Installation: Per device fee for work performed to install device on structures. Price does not include electrical work, rigid conduit, firewall penetration, or core drilling.	2	\$ 2,500.00	\$ 5,000.00
FC19TSSU-CF-COM	Start-Up, Configure and Commissioning of CarDetector Fixed LPR System	2	\$ 430.00	\$ 860.00
FC19TRNG-CDFS	End User Staff Training for CDFS Fixed LPR System	1	\$ 720.00	\$ 720.00
FC12T1810	Regular Work Hours (8:00 A.M. - 5:00 P.M. Local Time)	24	\$ 125.00	\$ 3,000.00
FC12T1811	Project Management Hours	20	\$ 150.00	\$ 3,000.00
Installation Services Total				\$ 39,330.00
ANNUAL SERVICE		Months	Service Fee	

#M.5. 900	On-site Service- Standard Business Hours: Complete on-site support for all hardware and software provided by and installed by Iron Sky. Includes all labor required to monitor, diagnose, repair and replace defective or damaged equipment. Does not include cost of equipment that is damaged or defective outside of the manufacturer's limited warranty. Includes remote end user technical support, remote monitoring of all components connected to the Iron Sky solution, software updates and software upgrades. On-site Service period begins on the 1st day after the System has been accepted by the Client and extends for 12 months. On-site Service contract will be renewed for additional 12-month periods upon receipt of purchase order by Client. Iron Sky Software is covered by a 12-month warranty which includes remote end user technical support, remote monitoring of all components connected to the Iron Sky solution, software updates and software upgrades. Software support period begins the day after the System has been accepted by the Client and extends for 12 months. Software support does not include the performance of any onsite work by Iron Sky nor does it include management of hardware manufacturer's limited equipment warranties. Standard business hours are Monday through Friday 8am to 5pm local time.	15% of the total project price including hardware, software and services	\$ 16,998.13
Annual Service			\$ 16,998.13
TOTAL			\$ 130,318.98
DISCOUNT			\$ 13,031.90
TOTAL			\$ 117,287.08

Note:

1) Electric power is not covered under this proposal. To be furnished by Client.

2) Server, data storage and ALPR processor to be housed within rack inside Brook Run structure. Power, Internet service and climate control provided by Client.

Payment Terms:

50% of the total price will be invoiced upon issuance of purchase order

35% of the total price will be invoiced upon delivery of major equipment to client site

15% of the total price will be invoice upon completion of project

All invoices are due net 30 days.

Taxes:

Customer shall be responsible for all associated sales taxes and or duties. In the event that sales taxes are not included with this proposal, customer shall still be responsible for the associated sales taxes and or duties. Sales tax shall be added to the final invoice.



AXIS P5534-E PTZ Dome Network Camera

Outdoor-ready HDTV camera with 18x zoom.



- > HDTV 720p, day/night and H.264
- > Outdoor-ready: IP66 and NEMA 4X rated
- > 18x optical zoom
- > Advanced Gatekeeper functionality
- > High Power over Ethernet (IEEE 802.3at)

The outdoor-ready AXIS P5534-E PTZ Dome Network Camera offers outstanding HDTV-quality video and 18x zoom, enabling surveillance of a large area and great details when zooming in. With quick and reliable installation features, it is ideal for city and perimeter surveillance, and for use at airports and train stations.

AXIS P5534-E provides HDTV 720p in compliance with SMPTE 296M standard of 1280 x 720 pixel resolution, full frame rate, HDTV color fidelity and a 16:9 format. The day and night camera can deliver multiple H.264 and Motion JPEG streams simultaneously.

The PTZ dome camera provides 18x optical and 12x digital zoom with autofocus. With the unique Auto-flip functionality, it can pan 360° to continuously follow an object. The camera's Advanced Gatekeeper functionality enables it to automatically move to a preset position when motion is detected in a pre-defined area.

The IP66- and NEMA 4X-rated AXIS P5534-E provides cost-efficient installation since no external housing is required. It can operate in temperatures from -20 °C (-4 °F) up to 50 °C (122 °F).

AXIS P5534-E is powered with High Power over Ethernet, which makes installation easy since only one cable is needed for carrying power, video and PTZ commands. A High PoE midspan is supplied.

The camera supports local storage with its built-in SD/SDHC memory card slot.



Note: Mounting brackets are sold separately



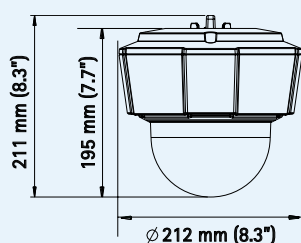
Technical specifications – AXIS P5534-E PTZ Dome Network Camera

Camera		System integration	
Models	AXIS P5534-E 60 Hz; AXIS P5534-E 50 Hz	Application Programming Interface	Open API for software integration, including VAPIX® and AXIS Camera Application Platform from Axis Communications; specifications available at www.axis.com Includes the ONVIF specification available at www.onvif.org Support for AXIS Video Hosting System (AVHS) with One-Click Camera Connection
Image sensor	1/3" progressive scan CCD 1.3 megapixel	Intelligent video	Video motion detection, Advanced Gatekeeper Support for AXIS Camera Application Platform enabling installation of additional applications
Lens	f=4.7 – 84.6 mm, F1.6 – 2.8, autofocus, automatic day/night Horizontal angle of view: 55.2° – 3.2°	Alarm triggers	Video motion detection, AXIS Camera Application Platform, PTZ position, temperature, memory card full
Minimum illumination	Color: 0.74 lux at 30 IRE F1.6 B/W: 0.04 lux at 30 IRE F1.6	Alarm events	File upload via FTP, HTTP and email Notification via email, HTTP and TCP External output, PTZ position, local storage
Shutter time	1/10000 s to 1/4 s	Video buffer	96 MB pre- and post-alarm
Pan/tilt/zoom	E-flip, Auto-flip, 100 preset positions Pan: 360° (with Auto-flip), 0.2° – 300°/s Tilt: 180°, 0.2° – 300°/s 18x optical zoom and 12x digital zoom, total 216x zoom	General	
Pan/tilt/zoom functionalities	Limited guard tour Control queue On-screen directional indicator	Casing	IP66- and NEMA 4X-rated metal casing (aluminum), acrylic (PMMA) clear dome, sunshield (PC/ASA)
Video		Processors and memory	ARTPEC-3, 256 MB RAM, 128 MB Flash
Video compression	H.264 (MPEG-4 Part 10/AVC) Motion JPEG	Power	High Power over Ethernet (High PoE) IEEE 802.3at, max. 30 W AXIS T8123 High PoE Midspan 1-port included: 100-240 V AC, max. 37 W
Resolutions	HDTV 720p 1280x720 to 320x180	Connectors	RJ-45 for 10BASE-T/100BASE-TX PoE IP66-rated RJ-45 connector kit included
Frame rate	H.264: Up to 30/25 fps (60/50 Hz) in all resolutions Motion JPEG: Up to 30/25 fps (60/50 Hz) in all resolutions	Local storage	SD/SDHC memory card slot (card is not included)
Video streaming	Multiple, individually configurable streams in H.264 and Motion JPEG Controllable frame rate and bandwidth VBR/CBR H.264	Operating conditions	-20 °C to 50 °C (-4 °F to 122 °F)
Image settings	Manual shutter time, compression, color, brightness, sharpness, white balance, exposure control, exposure zones, backlight compensation, fine tuning of behavior at low light, rotation, text and image overlay, privacy mask, image freeze on PTZ	Approvals	EN 55022 Class B, EN 61000-3-2, EN 61000-3-3, EN 61000-6-1, EN 61000-6-2, EN 55024, FCC Part 15 Subpart B Class B, ICES-003 Class B, VCCI Class B, C-tick AS/NZS CISPR 22, EN 60950-1, KCC Class B IEC 60529 IP66, NEMA 250 Type 4X IEC 60721-4-3 Class 4K1, 4C3, 4M3 EN/IEC 60068-2 Midspan: EN 60950-1, GS, UL, cUL, CE, FCC, VCCI, CB, KCC, UL-AR
Network		Weight	2.0 kg (4.4 lb.)
Security	Password protection, IP address filtering, HTTPS encryption*, IEEE 802.1X network access control*, digest authentication, user access log	Included accessories	AXIS T8123 High PoE Midspan 1-port, IP66-rated RJ-45 connector kit, clear and smoked dome cover, Installation Guide, CD with User's Manual, recording software, installation and management tools, Windows decoder 1-user license
Supported protocols	IPv4/v6, HTTP, HTTPS*, SSL/TLS*, QoS Layer 3 DiffServ, FTP, SMTP, Bonjour, UPnP, SNMPv1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, RTSP, RTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP, SOCKS		

* This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (www.openssl.org)

More information is available at www.axis.com

Dimensions



Optional accessories

AXIS T91A Mounting Accessories



AXIS T90A Illuminators



AXIS P8221 Network I/O Audio Module



AXIS T8310 Video Surveillance Control Board



AXIS Camera Station and video management software from Axis' Application Development Partners. For more information, see www.axis.com/products/video/software/



Protecting Officers, Families and Communities



CarDetector Fixed ANPR / ALPR

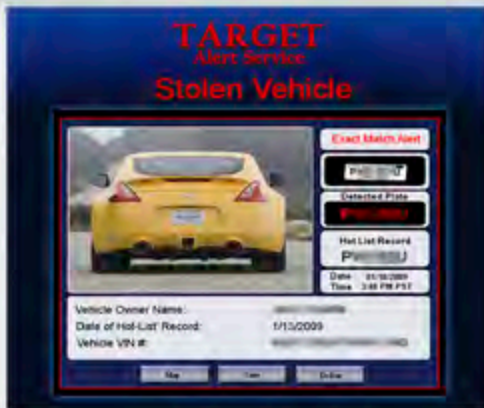
Strategic and Intelligent

Managed from within LEARN, CarDetector Fixed LPR provides a practical fixed LPR solution to law enforcement for strategic monitoring and intelligence gathering around a city, region or critical infrastructure location.

Key Features

- ✓ Automated transfer of hotlist & detection data to/from LEARN
- ✓ Infrared (IR) plate image and color vehicle image
- ✓ Low-profile camera and DSP processor
- ✓ Target Alert Service feature
- ✓ System health monitoring
- ✓ Published API for 3rd-party integration

CarDetector Fixed ANPR / ALPR



The **Target Alert Service** feature from Vigilant provides an easy way to receive alerts from your fixed cameras via web service from LEARN. Installed on any device with a Windows Operating System, The Target Alert Service monitors LEARN for Alerts and provides a versatile way to get critical and time-sensitive information out to the right people.

Ruggedized components insure that your system will always be keeping watch. A small and compact camera enclosure, rated at NEMA-6, protects the dual-lens, infrared and color cameras. There are no moving parts in the entire system, and with an impressive operating temperature specification and automatic system health monitoring, you can be sure that CarDetector Fixed will always be on the job.



System Components & Key Specifications

Vigilant Fixed LPR Camera



- Dimensions (WxDxH): 6 3/4" x 5 1/2" x 2"
- Weight: 3 lbs.
- Infrared and Color Imaging
- NEMA-6 Rated
- Dynamic Shutter / Gain Control

Vigilant DSP Processor



- Dimensions (WxDxH): 6.5" X 4.25" X 1.5"
- Weight: 1 lb.
- Operating Temperature Range: -40 to +60 C
- Up to 720 MHz processor and 128 MB SDRAM
- Onboard Relay

**AGREEMENT BETWEEN THE CITY OF DUNWOODY AND IRON SKY, INC. FOR
PUBLIC SAFETY CAMERA AND ALPR SOLUTION SYSTEM INSTALLATION AT
BROOK RUN PARK**

This Agreement (the "Agreement") is made this ____ day of _____, **2013**, by and between IRON SKY, INC. (hereinafter referred to as "Company"), and the City of Dunwoody, Georgia ("Dunwoody").

WITNESSETH:

WHEREAS, Company is engaged in the business of providing City-Wide Video Surveillance solutions to local governments and desires to provide said system to the City of Dunwoody to utilize in Brook Run Park; and

WHEREAS, the City of Dunwoody wishes to install the video surveillance system as detailed in Company's proposal for "Public Safety Camera and ALPR Solutions, City of Dunwoody, Brook Run Park," as prepared on December 12, 2012 for the City (hereinafter "Proposal") and as referenced, attached and incorporated herein as Exhibit A; and

WHEREAS, Company is willing and able to render said services;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Services.

Company agrees to render services (the "Services") to the City of Dunwoody to install the surveillance system in Brook Run Park as set forth in Exhibit "A," specifically as detailed in the Scope of Services starting on page 9 of the attached Proposal. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. Compensation.

a. Fee. In consideration for Services, Dunwoody shall pay to Company a fee not to exceed the cost described in the Proposal, Exhibit "A," specifically marked Brook Run Park Public Safety Video and ALPR – with CAD and AVL Integration Proposal dated December 11, 2012. The full cost of said services, as presented in the proposal, shall not exceed \$117,287.08 for all the services and installations detailed in the Proposal.

b. Manner of Payment. The City of Dunwoody shall pay Company pursuant to an invoice by the Company in accordance with the proposal, specifically 50% upon issuance of purchase order, 35% invoiced upon delivery of major equipment to the City, and the remaining 15% invoiced upon final completion of the project. The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. Relationship of Parties.

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Dunwoody and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Dunwoody and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of Dunwoody including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Dunwoody.

4. Term

This Agreement shall be effective upon its execution (the "Effective Date") shall terminate at the time of the completion of the project as described in the Proposal, but in any event no later than December 31, 2013. If the Project has not been completed by December 31, 2013, this Agreement shall automatically renew for an additional one-year or part of the year necessary to conclude the project unless the City of Dunwoody chooses to terminate this Agreement pursuant to the provisions of this Agreement by giving written notice to Company no later than November 30, 2013.

5. Termination For Cause and For Convenience.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If Dunwoody fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either Dunwoody or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by Dunwoody for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

6. Compensation in Event of Termination.

If this Agreement is terminated by Dunwoody for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by Dunwoody for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by Dunwoody in the event of termination for convenience.

7. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to Dunwoody all property relating to the Services that is owned by Dunwoody.

8. Standard of Performance and Compliance with Applicable Laws.

Company warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "B".

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement.

9. Conflicts of Interest.

Company warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and

c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

10. Proprietary Information

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Dunwoody including, but not limited to, information concerning Dunwoody, its operations, customers, citizens, business and financial condition, as well as information with respect to which Dunwoody has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

11. Insurance.

Company agrees to defend, indemnify and hold harmless the City of Dunwoody, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit "C".

12. Assignment.

Company shall not assign this Agreement without the prior express written consent of Dunwoody. Any attempted assignment by Company without the prior express written approval of Dunwoody shall at Dunwoody's sole option terminate this Agreement without any notice to Company of such termination.

13. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager
Dunwoody City Hall
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

With copies to:

City Clerk
Dunwoody City Hall
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

If to the Company:

Iron Sky, Inc.
Attn: Bob Carter, General Manager
102 Mockingbird Lane
Decatur, Georgia 30030

14. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

15. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. Severability.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

17. Entire Agreement. This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Proposal in full and is referenced in Exhibit A. In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF DUNWOODY, GEORGIA

By: _____
Michael G. Davis

Title: Mayor

Approved as to form:

City Attorney

Attest:

City Clerk

IRON SKY, INC.

By: _____

Title: _____

Date of Execution _____