

January 30, 2020

Re: Freedom of Information Law Request

Dear Sir or Madam:

This is a request under the Maryland Public Information Act (“MPIA”), Md. Code, Gen. Prov. §§ 4-101 et seq., on behalf of the Brennan Center for Justice at NYU School of Law (“Brennan Center”).

The Brennan Center seeks information relating to the Baltimore Police Department’s use of social media to collect information about individuals, groups, and activities, described below as “social media monitoring.”

Background

In general, “social media monitoring” is a term describing the use of social media platforms like Facebook, Twitter, and Instagram to gather information for purposes including, but not limited to, identifying potential threats, reviewing breaking news, collecting individuals’ information, conducting criminal investigations and intelligence, and gauging public sentiment.

Social media monitoring can be conducted through individual, direct use of social media platforms and their search functions (including via the use of a social media account, either public or undercover), or through third-party monitoring tools that use keywords, geographic locations, and data mining to identify trends and networks of association, such as Geofeedia or Dunami.

In 2016, records obtained through a Maryland Public Information Act request by the Baltimore Sun revealed that the Baltimore Police Department (“BPD”) had employed a social media surveillance program called Geofeedia to monitor protests and other First Amendment-protected activities.<sup>1</sup> Geofeedia has touted its services to other police departments by citing the tool’s use by the Baltimore County Police Department to monitor the social media posts and locations of protestors in the wake of Freddie Gray’s death in

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<sup>1</sup> Alison Knezevich, *Police In Baltimore, Surrounding Communities Using Geofeedia To Monitor Social Media Posts*, BALTIMORE SUN (Sep. 5, 2016), <https://www.baltimoresun.com/news/investigations/bs-md-geofeedia-police-20160902-story.html>.

2015.<sup>2</sup> Citing Gray's death as an "opportunity," Geofeedia contacted the Baltimore County Police Department and offered to "draw perimeters around key locations, set up automated alerts, and forward real-time information directly" to officers responding to protests.<sup>3</sup> The program aggregated data from at least eight social media platforms—including Facebook, Twitter, Instagram, and YouTube.<sup>4</sup> Information gleaned through Geofeedia was then put through facial recognition technology, allowing police officers to pull activists with outstanding warrants from the crowds of protesters and arrest them.<sup>5</sup>

The BPD and Baltimore County have defended their use of Geofeedia and social media monitoring writ large by claiming the data being accessed is already part of the public domain and therefore is not subject to privacy protections. Former BPD spokesperson T.J. Smith stated in 2016 that "[t]he only people that have anything to fear about anything being monitored are those that are criminals and attempting to commit criminal acts,"<sup>6</sup> and that social media monitoring "is not prying open a door of privacy."<sup>7</sup> Then-Baltimore Mayor Stephanie Rawlings-Blake made similar comments, arguing that "[w]hen we stay in the public domain, there's no expectation of privacy."<sup>8</sup> Notably, Instagram, Twitter, and Facebook all cut off Geofeedia's access to their data after the program's use by police departments came to light.<sup>9</sup> However, it is not known whether BPD continues to engage in social media monitoring through another third-party tool or the efforts of its own officers and detectives.

Despite widespread public interest in social media monitoring by law enforcement officers,<sup>10</sup> the public lacks information about the capabilities and limitations of the BPD's

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<sup>2</sup> See Stephen Babcock, *Report: Police Worked With Social Media Company To Track Protestors During Unrest*, TECHNICALLY MEDIA (Oct. 12, 2016), <https://technical.ly/baltimore/2016/10/12/geofeedia-baltimore-county-police/>; Matt Cagle, *Facebook, Instagram, and Twitter Provided Data Access for a Surveillance Product Marketed to Target Activists of Color*, ACLU (Oct. 11, 2016), <https://www.aclunc.org/blog/facebook-instagram-and-twitter-provided-data-access-surveillance-product-marketed-target>.

<sup>3</sup> *Baltimore County Police Department and Geofeedia Partner to Protect the Public During Freddie Grey Riots*, GEOFEEDIA, [https://www.aclunc.org/docs/20161011\\_geofeedia\\_baltimore\\_case\\_study.pdf](https://www.aclunc.org/docs/20161011_geofeedia_baltimore_case_study.pdf)

<sup>4</sup> *Id.*

<sup>5</sup> Benjamin Powers, *Eyes Over Baltimore: How Police Use Military Technology to Secretly Track You*, ROLLING STONE (Jan. 6, 2017), <https://www.rollingstone.com/culture/culture-features/eyes-over-baltimore-how-police-use-military-technology-to-secretly-track-you-126885/>.

<sup>6</sup> Knezevich, *supra* note 1.

<sup>7</sup> Kate Amara, *ACLU Report: Baltimore Police Used Social Media Aggregator During Unrest*, WBALTV (Oct. 13, 2016), <https://www.wbalTV.com/article/aclu-report-baltimore-police-used-social-media-aggregator-during-unrest/7148628>.

<sup>8</sup> *Id.*

<sup>9</sup> Cagle, *supra* note 2.

<sup>10</sup> See, e.g., Ali Winston, *Did the Police Spy on Black Lives Matter Protesters? The Answer May Soon Come Out*, N.Y. TIMES (Jan. 14, 2019), <https://www.nytimes.com/2019/01/14/nyregion/nypd-black-lives->

social media monitoring operations. For this reason, we seek information about the Department's use of social media to collect information about individuals, groups, and activities. We therefore request the documents below.

### Request

The Brennan Center specifically requests records under the Public Information Act that were in the BPD's possession or control from January 1, 2014 through the date of this request, in the following categories:

1. **Policies Governing Use:** Any and all policies, procedures, regulations, protocols, manuals, or guidelines related to the use of social media monitoring by police department employees for purposes other than conducting a background check for police department employment, including but not limited to conducting a criminal investigation, undertaking situational awareness activities, monitoring current or anticipated gatherings, or otherwise viewing or gathering information about individuals. This includes but is not limited to policies, procedures, manuals, or guidelines regarding the authorization, creation, use, and maintenance of fictitious or undercover online personas.
2. **Policies Governing Location Data Collection:** Any and all records, policies, procedures, regulations, protocols, manuals, or guidelines governing the collection and maintenance of location data from social media platforms and/or applications.
3. **Policies Governing Data Retention, Analysis, and Sharing:** Any and all records, policies, procedures, regulations, protocols, manuals, or guidelines relating to the retention, analysis, or sharing of data collected via social media.
4. **Recordkeeping:** Any and all recordkeeping, logs, or digests reflecting the use of social media monitoring or searches of social media for purposes including criminal investigations, situational awareness, event planning, or public safety.
5. **Third-Party Applications:** Any and all records reflecting a contract or agreement to purchase, acquire, use, test, license, or evaluate any product or service developed by any company providing third-party social media monitoring or analysis services, including but not limited to Geofeedia, Snaprends, Firestorm, Media Sonar, Social Sentinel, or Dunami.

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[matter-surveillance.html](#); Meredith Broussard, *When Cops Check Facebook*, ATLANTIC (Apr. 19, 2015), <https://www.theatlantic.com/politics/archive/2015/04/when-cops-check-facebook/390882/>; *Police: Social Media Surveillance*, BRENNAN CTR. FOR JUSTICE, <https://www.brennancenter.org/issues/protect-liberty-security/social-media/police-social-media-surveillance> (last visited Oct. 29, 2019).

6. **Collection of Social Media Account Information:** Any and all records reflecting interactions with civilians in which police department employees requested information about the civilian's social media account information, including but not limited to a username, identifier, handle, linked email, or password.
7. **Civilian Communications:** Any and all records reflecting any communications conducted on social media platforms between uniformed or undercover police department employees and civilians, including but not limited to direct messages, group messages, chat histories, comments, or "likes," but excluding communications conducted as part of ongoing investigations and communications appearing on a page or account operated by the BPD and bearing the BPD's name, insignia, or other indicia of ownership or control.
8. **Use for Criminal Investigations:** Any and all records reflecting the number of criminal investigations in which social media research has been used, the number of criminal investigations in which fictitious/undercover online personas have been used, the nature of the offense(s) charged in each investigation, and the number of those investigations that resulted in arrests and/or prosecutions.
9. **Use for Purposes Other Than Criminal Investigations:** Any and all records reflecting the number of matters in which social media was used to collect information about individuals for purposes other than criminal investigations or background checks for police department employment, the nature of each such matter, the number of such matters in which an individual or group was charged with a crime, and the nature of each such matter.
10. **Audits:** Any and all records of, or communications regarding, audits or internal reviews of the Department's use of social media monitoring for the purpose of investigations, situational awareness, event planning, intelligence, or public safety, including but not limited to records reflecting any disciplinary actions, warnings, or proceedings in response to an employee's use of social media.
11. **Training Materials:** Any and all training documents (including draft documents) discussing social media monitoring, including but not limited to PowerPoint presentations, handouts, manuals, or lectures.
12. **Legal Justifications:** Any and all records reflecting the legal justification(s) for social media monitoring, including but not limited to memos, emails, and policies and procedures.



13. **Formal Complaints, Freedom of Information Requests, and Legal Challenges:** Any and all records reflecting formal complaints, Public Record requests, or legal challenges regarding the Department's use of social media monitoring, including, but not limited to, those complaints or legal challenges made by civilians, non-profit groups, companies, or the Community Ombudsman Oversight Panel.
14. **Federal Communications:** Any and all records reflecting any communications, contracts, licenses, waivers, grants, or agreements with any federal agency concerning the use, testing, information sharing, or evaluation of social media monitoring products or services.
15. **Nondisclosure Agreements:** Any and all records regarding the BPD's nondisclosure or confidentiality obligations in relation to contracts with third-party vendors of social media monitoring products or services.
16. **Vendor Communication:** Any and all records reflecting interactions with any third-party vendors concerning social media monitoring products or services, including, but not limited to, sales materials, communications, memorandums, and emails relating to those products.
17. **Metrics Measuring Effectiveness of Program:** Any and all reports, communications, metrics, or graphics representing the effectiveness of the Department's social media monitoring program, including but not limited to the degree to which use of social media monitoring led to the discovery of threats to public safety.

#### Fee Waiver and Expedited Processing

The above requests are a matter of public interest. Accordingly, the Brennan Center for Justice, a non-profit organization, requests a fee waiver pursuant to Md. Code, Gen. Prov. § 4-206(e).

The Brennan Center for Justice is a nonpartisan, non-profit law and policy institute dedicated to upholding the American ideals of democracy and equal justice for all. The Center has a long history of compiling information and disseminating analysis and reports to the public about government functions and activities, including policing. Accordingly, the primary purpose of the above requests is to obtain information to further the public's understanding of important policing policies and practices. Access to this information is crucial for the Center to evaluate such policies and their effects.

The Brennan Center has a limited ability to pay for charges associated with MPIA requests.<sup>11</sup> If the request for a waiver of fee is denied, please advise us in writing of the reason(s) for the denial and of the cost, if any, for obtaining a copy of the requested documents at [levinsonr@brennan.law.nyu.edu](mailto:levinsonr@brennan.law.nyu.edu) or Attn: Rachel Levinson-Waldman, 1140 Connecticut Ave. NW, Suite 1150, Washington, DC 20036.

### Response Required

The Brennan Center appreciates the BPD's attention to this request and expects that it will be fulfilled within 30 days as required by Md. Code, Gen. Prov. § 4-203(a). Should the BPD anticipate it will take more than 10 days to produce the requested records, we expect BPD will send its legally mandated response, setting out the amount of time anticipated to respond to the request, the expected fees, and the reason for the delay, no later than ten business days after receipt.<sup>12</sup> Should the BPD determine that some portion of the documents requested contain exempt material, we request that the BPD release those portions of the records that are not exempt.<sup>13</sup> In addition, please provide the applicable statutory exemption and explain why it applies. We also request that you provide us with the documents in electronic format where possible.

Should you have any questions concerning this request, please contact Rachel Levinson-Waldman by telephone at (202) 249-7193 or via e-mail at [levinsonr@brennan.law.nyu.edu](mailto:levinsonr@brennan.law.nyu.edu).

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<sup>11</sup> See generally Office of the Attorney General, Md. Pub. Info. Act Manual, 7-3 - 7-4 (14th ed. 2015) (discussing criteria for waiver of fees under the MPIA).

<sup>12</sup> See Md. Code, Gen. Prov. § 4- 203(b)(2)

<sup>13</sup> See Md. Code, Gen. Prov. § 4- 203(c).



# BALTIMORE POLICE DEPARTMENT



Bernard C "Jack" Young  
Mayor

Michael S Harrison  
Police Commissioner

October 20, 2020

Sahil Singhvi  
Research & Program Associate, Liberty and  
National Security Program Brennan Center for  
Justice at NYU School of Law (DC office)  
1140 Connecticut Ave. NW, Suite 1150  
Washington, DC 20036  
singhvis@brennan.law.nyu.edu

Re: MPIA Request 20-0187

Dear Mr. Singhvi,

You have made a request for public records pursuant to the Maryland Public Information Act (MPIA), which is the General Provisions Article, § 4-101, et seq., of the Annotated Code of Maryland. You requested the Baltimore Police Department's ("BPD") records related to social media monitoring operations in BPD's possession or control from January 1, 2014 through the date of this request, for the following categories below.

Please note, due to the complexity of your request BPD had to contact several different departments within the agency to attempt to find responsive records. Also, please note teleworking caused BPD to have a delay with its response due to COVID-19, the Governor's Executive Orders, national public health guidance, and social distancing.

In addition, portions of the request are vague and ambiguous and needs more clarification. Nonetheless, please find below BPD's best response to your request.

**Request #1: Policies Governing Use:** Any and all policies, procedures, regulations, protocols, manuals, or guidelines related to the use of social media monitoring by police department employees for purposes other than conducting a background check for police department employment, including but not limited to conducting a criminal investigation, undertaking situational awareness activities, monitoring current or anticipated gatherings, or otherwise viewing or gathering information about individuals. This includes but is not limited to policies, procedures,

manuals, or guidelines regarding the authorization, creation, use, and maintenance of fictitious or undercover online personas.

**Response #1:** BPD does not have general comprehensive policies, procedures, regulations, protocols, manuals, or guidelines governing the use of social media for conducting a criminal investigation, undertaking situational awareness activities, monitoring current or anticipated gatherings, or otherwise viewing or gathering information about individuals. However, BPD has a policy to guide all members of the Baltimore Police Department (BPD) in the professional use of social media, and personal use of social media, only to the extent that personal use of social media sites or platforms may bear on a member's official duties found under Policy 604 (see attached). BPD also, has a policy that states social media should be lawfully collected during an overdose case from cellphones to help investigators identify the possible source of CDS found under Policy 801 (see attached). Detectives/Officers conduct their own investigations using social media accounts. As for policies, procedures, manuals, or guidelines regarding the authorization, creation, use, and maintenance of fictitious or undercover online personas, this information would be considered classified and confidential because of its sensitive nature. Maryland Code, General Provisions, Section 4-352 authorizes denial of records related to emergency management, including "response procedures or plans prepared to prevent or respond to emergency situation, the disclosure of which would reveal vulnerability assessments, specific tactics, specific emergency procedures, or specific security procedures." Likewise, section 4-351 authorizes denial of records of security procedures by a police department where disclosure would "interfere with a valid and proper law enforcement proceeding" or "endanger the life or physical safety of an individual."

**Request #2: Policies Governing Location Data Collection:** Any and all records, policies, procedures, regulations, protocols, manuals, or guidelines governing the collection and maintenance of location data from social media platforms and/or applications.

**Response #2:** BPD does not have policies, procedures, regulations, protocols, manuals, or guidelines governing the collection and maintenance of location data from social media platforms and/or applications.

**Request #3: Policies Governing Data Retention, Analysis, and Sharing:** Any and all records, policies, procedures, regulations, protocols, manuals, or guidelines relating to the retention, analysis, or sharing of data collected via social media.

**Response #3:** BPD does not have policies, procedures, regulations, protocols, manuals, or guidelines relating to the retention, analysis, or sharing of data collected via social media.

**Request #4:**           **Recordkeeping:** Any and all recordkeeping, logs, or digests reflecting the use of social media monitoring or searches of social media for purposes including criminal investigations, situational awareness, event planning, or public safety.

**Response #4:**           BPD does not have recordkeeping, logs, or digests reflecting the use of social media monitoring or searches of social media for purposes including criminal investigations, situational awareness, event planning, or public safety that would be kept in a central location. This would be kept on an individual bases. In addition, this portion of your request would be considered unreasonably and burdensome. BPD is only able to comply with requests that the Custodian of Records is able to identify and locate by a process that is not unreasonably burdensome or disruptive of BPD operations. Therefore, the BPD cannot conduct wide-ranging and unreasonably burdensome searches for records. Furthermore, BPD has the authority to deny this portion of your request as too burdensome. *See, Ruotolo v. Dep't of Justice, Tax Div.*, 53 F.3d 4, 9 (2d Cir. 1995). Likewise, the PIA does not impose an obligation on a custodian to create a document that is responsive to a request. *See* MPIA Manual 13<sup>th</sup> Ed., October 2014, 3 (citing *Yeager v. DEA*, 678 F.2d 315, 324 (D.C. Cir. 1982)) (“[City] has no obligation to *create* records to satisfy a[n] [M]PIA request.”); *see also MacPhail v. Comptroller of Maryland*, 178 Md. App. 115, 119 (2008) (explaining that pertinent Federal Freedom of Information Act (“FOIA”) cases are “persuasive” authority in Maryland because the MPIA and the FOIA share “virtually identical” purposes.”).

**Request #5:**           **Third-Party Applications:** Any and all records reflecting a contract or agreement to purchase, acquire, use, test, license, or evaluate any product or service developed by any company providing third-party social media monitoring or analysis services, including but not limited to Geofeedia, Snaptrends, Firestorm, Media Sonar, Social Sentinel, or Dunami.

**Response #5:**           The responsive records are maintained by the Watch Center under BPD. To this end, please find attached the Requisition Geofeedia Renewal, Baltimore Police Department Proposal, Geofeedia Order Form and Purchase Order.

**Request #6:**           **Collection of Social Media Account Information:** Any and all records reflecting interactions with civilians in which police department employees requested information about the civilian’s social media account information, including but not limited to a username, identifier, handle, linked email, or password.

**Response #6:**           See response #4.

**Request #7:**           **Civilian Communications:** Any and all records reflecting any communications conducted on social media platforms between uniformed or undercover police department employees and civilians, including but not limited to direct messages, group messages, chat histories, comments, or “likes,” but excluding communications conducted as part of ongoing investigations and communications appearing on a page or

account operated by the BPD and bearing the BPD's name, insignia, or other indicia of ownership or control.

**Response #7:** See responses #1 and #4. In addition, communications between civilians and undercover members of BPD cannot not be disclosed because it would be considered classified and confidential information.

**Request #8: Use for Criminal Investigations:** Any and all records reflecting the number of criminal investigations in which social media research has been used, the number of criminal investigations in which fictitious/undercover online personas have been used, the nature of the offense(s) charged in each investigation, and the number of those investigations that resulted in arrests and/or prosecutions.

**Response #8:** See response #4.

**Request #9: Use for Purposes Other Than Criminal Investigations:** Any and all records reflecting the number of matters in which social media was used to collect information about individuals for purposes other than criminal investigations or background checks for police department employment, the nature of each such matter, the number of such matters in which an individual or group was charged with a crime, and the nature of each such matter.

**Response #9:** See response #4.

**Request #10: Audits:** Any and all records of, or communications regarding, audits or internal reviews of the Department's use of social media monitoring for the purpose of investigations, situational awareness, event planning, intelligence, or public safety, including but not limited to records reflecting any disciplinary actions, warnings, or proceedings in response to an employee's use of social media.

**Response #10:** BPD does not have any records of, or communications regarding, audits or internal reviews of the Department's use of social media monitoring for the purpose of investigations, situational awareness, event planning, intelligence, or public safety. As far as "disciplinary actions, warnings, or proceedings in response to an employee's use of social media" This portion of the records sought are protected personnel records under Maryland Law. See Md. Code Ann., General Provisions Art. ("GP"), § 4-101 *et seq.* Further, the Maryland Court of Appeals in *Montgomery County v. Shropshire* noted that the "personnel" exception to disclosure includes documents "relating to hiring, discipline, promotion, dismissal, or any other matter involving an employee's status." 420 Md. 362, 378 (2011). Inspection is permissible only by the person in interest or an elected or appointed official that supervises the individual's work. See GP, § 4-311(b)(1)(2) (2014).

**Request #11: Training Materials:** Any and all training documents (including draft documents) discussing social media monitoring, including but not limited to PowerPoint presentations, handouts, manuals, or lectures.

**Response #11:** BPD does not have any training documents (including draft documents) discussing social media monitoring, including but not limited to PowerPoint presentations, handouts, manuals, or lectures.

**Request #12: Legal Justifications:** Any and all records reflecting the legal justification(s) for social media monitoring, including but not limited to memos, emails, and policies and procedures.

**Response #12:** If any such documents existed, the documents would be considered privileged and confidential under the attorney-client and/or work-product privilege.

**Request #13: Formal Complaints, Freedom of Information Requests, and Legal Challenges:** Any and all records reflecting formal complaints, Public Record requests, or legal challenges regarding the Department's use of social media monitoring, including, but not limited to, those complaints or legal challenges made by civilians, nonprofit groups, companies, or the Community Ombudsman Oversight Panel.

**Response #13:** The responsive records are maintained by the Public Integrity Bureau ("PIB") and the Document Compliance Unit ("DCU") under BPD. To this end, please find attached two Maryland Public Information Act ("MPIA") requests regarding social media under our tracking numbers MPIA 18-1270 and 18-0807. BPD didn't have responsive records for MPIA 18-1270 and for MPIA 18-0807 BPD sent Policy 604. Also, please find attached, an excel spreadsheet titled, "Social Media PIA-For Release" in regards to the formal complaints. Furthermore, upon information and belief, BPD is not aware of any lawsuits filed against the Department regarding social media monitoring.

**Request #14: Federal Communications:** Any and all records reflecting any communications, contracts, licenses, waivers, grants, or agreements with any federal agency concerning the use, testing, information sharing, or evaluation of social media monitoring products or services.

**Response #14:** BPD does not have any records reflecting any communications, contracts, licenses, waivers, grants, or agreements with any federal agency concerning the use, testing, information sharing, or evaluation of social media monitoring products or services.

**Request #15: Nondisclosure Agreements:** Any and all records regarding the BPD's nondisclosure or confidentiality obligations in relation to contracts with third-party vendors of social media monitoring products or services.

**Response #15:** BPD does not have any records regarding the BPD's nondisclosure or confidentiality obligations in relation to contracts with third-party vendors of social media monitoring products or services.

**Request #16: Vendor Communication:** Any and all records reflecting interactions with any third-party vendors concerning social media monitoring products or services, including, but not limited to, sales materials, communications, memorandums, and emails relating to those products.

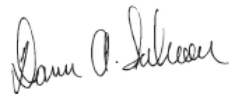
**Response #16:** See response # 5.

**Request #17: Metrics Measuring Effectiveness of Program:** Any and all reports, communications, metrics, or graphics representing the effectiveness of the Department's social media monitoring program, including but not limited to the degree to which use of social media monitoring led to the discovery of threats to public safety.

**Response #17:** See response #4.

The PIA, Annotated Code of Maryland, General Provisions Article, § 4-206 provides that the official custodian may charge "reasonable fees" for copies. However, the fees associated with your request have been waived. You have the right under PIA § 4-1B-04 to contact the Public Access Ombudsman to mediate any dispute(s) you may have with this response. You may also, contest this response by filing a complaint for Judicial Review in Circuit Court pursuant to PIA § 4-362. Please refer to MPIA tracking # **20-0187** in any subsequent correspondence pertaining to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Dana A. Saboor", written in a cursive style.

Dana Abdul Saboor  
Paralegal  
Baltimore Police Department  
Document Compliance Unit





## Baltimore Police Department | 9/10/2013

What is Geofeedia?

Geofeedia is a location-based social media monitoring, analysis and engagement platform.

Our solution enables Law Enforcement agencies to understand, in real-time, social media happening at locations important to them. Our patent-pending technologies allow you to search and monitor areas as large as a city or as small as a single building across multiple social media services.

We search by geo-location first rather than by specific keywords. We complement traditional social media keyword monitoring tools as our data set contains a significant amount of social content typically missed by keyword monitoring.

How Does It Work?

Through our simple point and click map drawing interface, you define specific locations to search and monitor. We deliver all geo-tagged social media from the locations you define to your desktop as real-time snapshots or perpetual monitoring streams. We provide analytics and sharing tools, and archive the content you capture in our secure data warehouse. You can retrieve historical content, or export data in a variety of formats.

What's the Benefit?

Many Law Enforcement agencies use us to improve:

- Targeted surveillance and monitoring
- Crisis response and management
- Resource Allocation
- Digital investigation
- Venue security operations
- Community engagement

This proposal (the "Proposal") will serve to confirm Customer's order for the services described above ("Services") for the prices listed herein. Customer's use of the Services is subject to the terms and conditions of Geofeedia's Online Terms of Use ([www.geofeedia.com/termsfuse](http://www.geofeedia.com/termsfuse)). Payment terms. On the effective date, Geofeedia will invoice Customer for all fees indicated above. The fees indicated above are effective for the Initial Term. Thereafter, Geofeedia may change any of the fees indicated above, with such changes being effective at the conclusion of the then-current term, by providing Customer with notice of such changes at least thirty (30) days prior to the end of the then-current term. The contract will automatically renew at the end of the term specified unless either party terminates in writing with 30 days notice prior to the end of the then-current term.

## Baltimore Police Department | 9/10/2013

### Base Application License

**Included**

#### Real Time Search

- ✓ Search social media sources by location and view results in our map or collage views
- ✓ Unlimited data from monitored Geofeeds per this proposal, otherwise limited to the last 24 hours

#### Analytics

- ✓ Filtering by keyword and user; trend views by volume, media, keyword and user; detailed view of feed items and associated metadata; curate items in collections

#### Archive and Export

- ✓ Share results via social media or email
- ✓ Unlimited monitored Geofeed and collection archival in secure data warehouse
- ✓ Export and access Geofeed results from monitored locations in ATOM/GeoRSS, JSON, or CSV format

#### Streaming

- ✓ View up to five concurrent live streams of social media per licensed user

### Location Monitoring

**Included**

- ✓ Geofeedia will continuously monitor and record social media from user defined locations providing the ability to perform historical searches and analysis
- ✓ Ability to change monitored locations in real-time
- ✓ See below to determine number of monitored locations

### User Licenses and Data Charges

**Included**

- ✓ See below to determine number of user licenses
- ✓ No data charges (thresholds apply at 10,000 feed items per month total monitored locations for Option A, 20,000 feed items per month for Option B, and 30,000 items for Option C. Additional data packs available at \$100 per thousand items).

### Support and Training

**Included**

- ✓ Account set-up and initial location monitoring configuration
- ✓ One kick-off training session plus one user-training session per month when requested
- ✓ Priority customer support

### Terms

- ✓ Initial Term: 12 months
- ✓ Full payment due upon signing
- ✓ 20% discount available on multi-year term

This proposal (the "Proposal") will serve to confirm Customer's order for the services described above ("Services") for the prices listed herein. Customer's use of the Services is subject to the terms and conditions of Geofeedia's Online Terms of Use ([www.geofeedia.com/termsfuse](http://www.geofeedia.com/termsfuse)). Payment terms. On the effective date, Geofeedia will invoice Customer for all fees indicated above. The fees indicated above are effective for the Initial Term. Thereafter, Geofeedia may change any of the fees indicated above, with such changes being effective at the conclusion of the then-current term, by providing Customer with notice of such changes at least thirty (30) days prior to the end of the then-current term. The contract will automatically renew at the end of the term specified unless either party terminates in writing with 30 days notice prior to the end of the then-current term.

**Option A: 1 year term**

<b>1 user licenses (\$100/month)</b>	<b>\$1,200</b>
<b>3 monitored locations (\$100/location/month)</b>	<b>\$3,600</b>
<b>Setup</b>	<b>(Waived)</b>
<b>Total ANNUAL INVESTMENT</b>	<b>\$4,800</b>

**Option B: 1 year term**

<b>2 user licenses</b>	<b>\$2,400</b>
<b>5 monitored locations</b>	<b>\$6,000</b>
<b>Strategic Partner Discount – 10%</b>	<b>(\$840)</b>
<b>Setup</b>	<b>(Waived)</b>
<b>Total ANNUAL INVESTMENT</b>	<b>\$7,560</b>

This proposal (the "Proposal") will serve to confirm Customer's order for the services described above ("Services") for the prices listed herein. Customer's use of the Services is subject to the terms and conditions of Geofeedia's Online Terms of Use ([www.geofeedia.com/termsfuse](http://www.geofeedia.com/termsfuse)). Payment terms. On the effective date, Geofeedia will invoice Customer for all fees indicated above. The fees indicated above are effective for the Initial Term. Thereafter, Geofeedia may change any of the fees indicated above, with such changes being effective at the conclusion of the then-current term, by providing Customer with notice of such changes at least thirty (30) days prior to the end of the then-current term. The contract will automatically renew at the end of the term specified unless either party terminates in writing with 30 days notice prior to the end of the then-current term.

**Option C: 1 year term**

2 user licenses	\$2,400
7 monitored locations	\$8,400
Strategic Partner Discount – 10%	(\$840)
Setup	(Waived)
<b>Total ANNUAL INVESTMENT</b>	<b>\$9,960</b>

**Option D: 1 year term**

2 user licenses	\$2,400
10 monitored locations	\$12,000
Strategic Partner Discount – 15%	(\$2,160)
Setup	(Waived)
<b>Total ANNUAL INVESTMENT</b>	<b>\$12,240</b>

Option Selected: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This proposal (the "Proposal") will serve to confirm Customer's order for the services described above ("Services") for the prices listed herein. Customer's use of the Services is subject to the terms and conditions of Geofeedia's Online Terms of Use ([www.geofeedia.com/termsfuse](http://www.geofeedia.com/termsfuse)). Payment terms. On the effective date, Geofeedia will invoice Customer for all fees indicated above. The fees indicated above are effective for the Initial Term. Thereafter, Geofeedia may change any of the fees indicated above, with such changes being effective at the conclusion of the then-current term, by providing Customer with notice of such changes at least thirty (30) days prior to the end of the then-current term. The contract will automatically renew at the end of the term specified unless either party terminates in writing with 30 days notice prior to the end of the then-current term.

This proposal (the "Proposal") will serve to confirm Customer's order for the services described above ("Services") for the prices listed herein. Customer's use of the Services is subject to the terms and conditions of Geofeedia's Online Terms of Use ([www.geofeedia.com/termsfuse](http://www.geofeedia.com/termsfuse)). Payment terms. On the effective date, Geofeedia will invoice Customer for all fees indicated above. The fees indicated above are effective for the Initial Term. Thereafter, Geofeedia may change any of the fees indicated above, with such changes being effective at the conclusion of the then-current term, by providing Customer with notice of such changes at least thirty (30) days prior to the end of the then-current term. The contract will automatically renew at the end of the term specified unless either party terminates in writing with 30 days notice prior to the end of the then-current term.

## ORDER FORM

### Order Information

**Account Name:** Baltimore Police Department  
**Prepared By:** Trent McMahan

**Contract Start Date:** 11/1/2015  
**Contract End Date:** 10/31/2016

**Total Amount:** [\$18,000.00]

### Subscription Term, Billing & Payment Information

**Company Name:** Baltimore Police Department  
**Billing Name:** Sgt. William MacDonald  
**Billing Email:** William.macdonald@baltimorepolice.org  
**Billing Address:** 242 W. 29<sup>th</sup> St.  
Baltimore, MD 21211-2908

**Billing Phone:** (410) 396-2640  
**Billing Fax:**

**Payment Method:** Invoice  
**PO Number:** [IF APPLICABLE]

**Billing Terms:** Invoices sent *Annually*

**Payment Terms:** Due Upon Receipt. Interest accrues at the rate of 1.5% per month 60 days after the invoice date.  
Invoices 30 days or more past due may result in suspension of Services.

This Order Form is subject to and governed by the terms and conditions of the Geofeedia Service Agreement posted online at <http://www.geofeedia.com/legal/service-agreement/> (unless there is already a Geofeedia Service Agreement in force and effect between you and Geofeedia, in which case the terms of such existing Geofeedia Service Agreement shall govern this Order Form). If for any reason you are unable to view the Geofeedia Service Agreement online at [http://www.geofeedia.com/legal/master\\_agreement](http://www.geofeedia.com/legal/master_agreement), please contact Geofeedia immediately.

**Customer:** \_\_\_\_\_

**Geofeedia, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

---

**Application Services Subscription\***

The Application Services include the following:

**Service Edition****Total Price**

---

**Standard Service Package**

Customer orders the following Standard Service Package:

**Geofeedia Professional Edition****\$ 18,000.00**

Total Permitted Users: Thirty (30)

**Standard Applications**

- Real-Time Search
- Up to five (5) Real-Time Streams
- Administrator functions

**Premium Applications**

- Geofeed Manager (Unlimited)
- Collections
- One-click Instagram Widget
- Alerts
- Influencers

**Other Included Features**

- Shape File Support
- Language Translations
- Data Export
- Analytics
- Networks currently Included: Instagram, Twitter, Flickr, Picasa, YouTube, Facebook, Sina Weibo, VK

**Data Storage\*\***

- Up to 250,000 post per month

**Search Radius**

- Maximum of 15 kilometers

---

**Additional options****N/A**

None

---

**Training and Implementation****N/A**

---

**Total Annual Cost****\$ 18,000.00**

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**Order Comments**

\* Assuming no Overage Fees.

\*\* Data overage will be billed at a cost of \$50.00 per 1,000 posts in excess of per-month allowance.

Note: Any other services not included hereunder and must be identified in a separately executed Statement of Work.

For additional details regarding standard features and functionality of the Application Services, please visit:

<http://geofeedia.com/how-it-works>

**From:** 57679-26624274@requests.muckrock.com  
**Sent:** Monday, July 09, 2018 10:59 AM  
**To:** DCU  
**Subject:** Maryland Public Information Act Request: Social Media Monitoring policies (Baltimore Police Department)

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Baltimore Police Department  
PIA Office  
room 100  
100 Holliday Street  
Baltimore, MD 21202

July 9, 2018

To Whom It May Concern:

Pursuant to the Maryland Public Information Act, I hereby request the following records:

Copies of your Agency's social media monitoring policies and guidelines, as well as any assessments of its privacy or legal implications.

I am a member of the news media and request classification as such. I have previously written about the government and its activities, with some reaching over 100,000 readers. As such, as I have a reasonable expectation of publication and my editorial and writing skills are well established. In addition, I discuss and comment on the files online and make them available through non-profits such as the Internet Archive and MuckRock, disseminating them to a large audience. While my research is not limited to this, a great deal of it, including this, focuses on the activities and attitudes of the government itself. As such, it is not necessary for me to demonstrate the relevance of this particular subject in advance.

As my primary purpose is to inform about government activities by reporting on it and making the raw data available, I request that fees be waived.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 10 calendar days, as the statute requires.

Sincerely,



Emma Best

Filed via MuckRock.com

E-mail (Preferred): 57679-26624274@requests.muckrock.com

Upload documents directly: [https://www.muckrock.com/accounts/agency\\_login/baltimore-police-department-646/social-media-monitoring-policies-baltimore-police-department-57679/?uuid-login=4ba2f81a-acbe-4166-8185-1a62d5156bb5&email=DCU%40baltimorepolice.org#agency-reply](https://www.muckrock.com/accounts/agency_login/baltimore-police-department-646/social-media-monitoring-policies-baltimore-police-department-57679/?uuid-login=4ba2f81a-acbe-4166-8185-1a62d5156bb5&email=DCU%40baltimorepolice.org#agency-reply)

Is this email coming to the wrong contact? Something else wrong? Use the above link to let us know.

For mailed responses, please address (see note):

MuckRock News

DEPT MR 57679

411A Highland Ave

Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.



## Conner, David

---

**From:** DCU  
**Sent:** Friday, October 19, 2018 6:33 AM  
**To:** Conner, David  
**Subject:** FW: follow up on FOIA request

Respectfully,

Officer Kenneth Hurst I411  
Baltimore Police Department  
Document Compliance Unit  
Legal Affairs Division  
242 W. 29<sup>th</sup> Street  
Baltimore, MD 21211  
[DCU@baltimorepolice.org](mailto:DCU@baltimorepolice.org)  
MPIA request forms  
<http://law.baltimorecity.gov/office-legal-affairs-baltimore-police-department>

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The materials in this e-mail are private and may contain sensitive law enforcement information. Please note that e-mail is not necessarily confidential or secure. Use of e-mail constitutes your acknowledgment of these confidentiality and security limitations. If you are not the intended recipient, be advised that any unauthorized use, disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited as covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521. If you have received this e-mail in error, please immediately notify the sender via telephone or return e-mail.

**From:** Anne Branigin [mailto:[anne.branigin@theroot.com](mailto:anne.branigin@theroot.com)]  
**Sent:** Thursday, October 18, 2018 4:39 PM  
**To:** DCU; [news@baltimorepolice.org](mailto:news@baltimorepolice.org)  
**Cc:** Kashmir Hill  
**Subject:** follow up on FOIA request

Hello,

Kashmir Hill and I are reporters with Gizmodo Media Group. We submitted a freedom of information request to Baltimore PD on August 16th but have not yet received a response. I am getting in touch to ask whether the Baltimore Police Department uses undercover accounts on social media as an investigative technique and whether it has any type of

internal rules or department policy for covert operations on social media (i.e. the creation of fictitious accounts on social networks like Facebook, Instagram, or Twitter that are used to friend persons of interest to get access to their social postings).

Our deadline is Monday.

Thanks,

--

Anne Branigin

**Staff Writer, The Root**

[anne.branigin@theroot.com](mailto:anne.branigin@theroot.com)

twitter: [@annebranigin](https://twitter.com/annebranigin)

phone: [\(703\) 624 5040](tel:(703)6245040)

**From:** Conner, David  
**Sent:** Tuesday, July 10, 2018 11:53 AM  
**To:** '57679-26624274@requests.muckrock.com'  
**Subject:** MPIA 18-0807  
**Attachments:** Policy 604 - Social Media.pdf

Good afternnon Mam,

In reference to your request here is a copy of the current social media policy for the department.

Officer David Conner J211  
Baltimore Police Department  
Document Compliance Unit  
Legal Affairs Division  
100 N Holiday St., Room 100,  
Baltimore, MD 21202  
[DCU@baltimorepolice.org](mailto:DCU@baltimorepolice.org)  
MPIA request forms  
<http://law.baltimorecity.gov/office-legal-affairs-baltimore-police-department>

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[Department Access](#) [Inquiry](#)
[NIGP Code Browse](#) | [My Account](#) | [Customer Service](#) | [About](#) | [Current Organization: Baltimore City](#)

November 2, 2015 7:40:17 PM EST



Andrew Jaffee

[Home](#) | [Documents](#)

## Open Market Purchase Order P533319

Status: 3PS - Sent

[General](#) | [Items](#) | [Vendor](#) | [Address](#) | [Accounting](#) | [Routing](#) | [Attachments\(4\)](#) | [Notes](#) | [Change Orders](#) | [Reminders](#) | [Summary](#)

## Header Information

<b>Purchase Order Number:</b>	P533319	<b>Release Number:</b>	0	<b>Short Description:</b>	Annual Service Agreement
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Kevin Lunsford	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2016	<b>PO Type:</b>	Open Market	<b>Minor Status:</b>	
<b>Organization:</b>	Baltimore City				
<b>Department:</b>	BCPD - POLICE	<b>Location:</b>	PDHQA - BCPD - HQ - ANNEX	<b>Type Code:</b>	
<b>Alternate ID:</b>		<b>Entered Date:</b>	10/29/2015 10:59:38 AM	<b>Control Code:</b>	
<b>Days ARO:</b>	0	<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Required By Date:</b>		<b>Promised Date:</b>		<b>Print Dest Detail:</b>	If Different
<b>Pcard Enabled:</b>	No				
<b>Contact Instructions:</b>	Contact Seble Asmare at (410) 396-2114	<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$18,000.00
<b>Print Format:</b>	PO Print				
<b>Ship-to Address:</b>	ANGELA ALSTON 242 W 29TH STREET BALTIMORE, MD 21211 US Email: angela.alston@baltimorepolice.org Phone: (410)396-2114	<b>Bill-to Address:</b>	BUREAU OF ACCOUNTING & PAYROLL SERVICES 401 E. FAYETTE STREET, 5TH FLOOR BALTIMORE, MD 21202 US Email: City-Payables@BaltimoreCity.gov Phone: (410)396-3745		

## PO Header Work Order Number:

**Attachments:** [General Conditions of Informal Bid or Contract \(04-29-08\).doc](#), [R711951 QUOTE GEOFEEDIA.pdf](#), [R711951 128 5622015A.pdf](#), [Board Letter and Documents 533319.pdf](#)

## Primary Vendor Information &amp; PO Terms

<b>Vendor:</b>	<a href="#">00034480 - Geofeedia, Inc.</a>	<b>Preferred Delivery Method:</b>	For City Use Only
<b>Remit-to Address:</b>	Michael Mulroy 820 Davis Street Suite 408 Evanston, IL 60201 US Email: mike@geofeedia.com Phone: (312)257-2925 FAX: (312)508-5535 Id: 36120	<b>Payment Terms:</b>	
		<b>Shipping Terms:</b>	
<b>PO Mailing Address:</b>	Michael Mulroy 820 Davis Street Suite 408 Evanston, IL 60201 US Email: mike@geofeedia.com Phone: (312)257-2925 FAX: (312)508-5535 Id: 36120	<b>Shipping Method:</b>	
		<b>Freight Terms:</b>	

## Invoice Information

There are no invoices.

## Item Information

**Print Sequence # 1.0, Item # 1:** Annual service agreement for Geofeedia Professional (Open Source Monitoring) Total of 30 users, up to five(5) Real -Time streams. Administrator functions up to 250,000 posts per month. Maximum search of 15 kilometers. 3PS - Sent

NIGP Code: 208-11  
Application Software, Microcomputer

Req # / Item #: R711951 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Aml.	Tax Rate	Tax Amount	Freight	Total Cost
Quantity	1.0	\$18,000.00	LOT - Lot	0.00	\$0.00		\$0.00	\$0.00	\$18,000.00

Manufacturer: Brand: Model:

Make: Packaging:

PO Item Work Order  
Number:

Account Code	Amount
1001-000000-2041-220100-603026	\$18,000.00

#### Approval Path:

Delete	Approver	Order Sequence	Approval Path ID	Level	Approver Type	Date Requested	Date Approved/Disapproved	Approved/Disapproved/Canceled by	Comment View
	Christine Parnau	1	MSTERBLKT	10	Primary	10/29/2015 04:59:23 PM	10/29/2015 05:05:15 PM	Christine Parnau	
	Timothy Krus	1	MSTERBLKT	10	Alternative	10/29/2015 04:59:23 PM			
	Sue Ziegler	2		2	Primary	10/29/2015 05:05:17 PM	10/29/2015 05:05:56 PM	Sue Ziegler	

Print

Print Vendor Copy

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## Policy 604

Subject <b>SOCIAL MEDIA</b>	
Date Published <b>1 July 2016</b>	Page <b>1 of 4</b>

*By Order of the Police Commissioner*

### POLICY

The purpose of this policy is to guide all members of the Baltimore Police Department (BPD) in the professional use of social media, and personal use of social media, only to the extent that personal use of social media sites or platforms may bear on a member's official duties.

- Ethical Conduct.** Members have a duty to adhere at all times to BPD's existing standards of conduct, ethics and professionalism. Misconduct of any kind, regardless of whether it occurs on social media, is governed by Policy 301, *Code of Ethics* and Policy 302, *Rules and Regulations*.
- Prohibited Uses.** As explained more fully below, members shall not:
  - Post privileged or confidential information they have obtained from their employment with BPD.
  - Unless authorized, make representations on behalf of the BPD, or give the impression of making a representation on behalf of BPD, on any social media platform.
- Importance of Social Media.** BPD recognizes that members have a right to use social media and the significant role that social media can play in members' personal lives. This policy is intended to address only such social media activity that bears on a member's official duties or suggests that the BPD authorizes the posting, or that the member is posting on behalf of the BPD. This policy does not prohibit a member from engaging any social media activity protected by the First Amendment.

### DEFINITIONS

**Departmental Spokesperson** – Any member of the BPD, who has been authorized by the Police Commissioner, his/her designee, or the Director of the Media Relations Section (MRS), to communicate with and/or deliver information to the general public and social/news media on behalf of the BPD.

**Member** – For the purposes of this policy, the term "member" shall include ALL employees of the BPD, whether sworn, civilian or contractual.

**Post** – For the purposes of this policy, the term "post" shall be defined, in context, as either: (1) the action of submitting information to the Internet or a social media site; or (2) a collective name for all or part of any information already displayed on the Internet or a social media site.

**Social Media** – A collective term referring to various online platforms, applications or technologies enabling the "sharing" of electronic, user-generated text, audio, photographic, video or multimedia files.

**Social Media Site** – A particular application, website or platform that allows social networking,

“blogging,” photograph or video sharing, and similar online activities. (Including but not limited to Facebook, LinkedIn, Twitter, Instagram, YouTube, Reddit, Tumblr, etc.)

### **MEMBERS’ PERSONAL USE OF SOCIAL MEDIA**

1. Members have a right to express themselves as private citizens on social media sites, however, members should not:
  - 1.1. Make, share, or comment in support of any posting that includes criminal conduct, threats of violence or otherwise violates any law.
  - 1.2. Make, share, or comment in support of any posting disparaging of any race, religion, sex, gender, sexual orientation, nationality, or any other protected class of individuals.
  - 1.3. Post, transmit or otherwise disseminate any information, videos or images, in any format that violates Policy 601, *Member Confidentiality Obligations and Media Releases*, which governs every BPD employee’s confidentiality obligations.
  - 1.4. Unless authorized, make any representations on behalf of the BPD.
  - 1.5. Post, transmit or otherwise disseminate any information on personal social media sites while on duty, without permission from a supervisor.
2. For member safety, it is recommended that sworn members do not disclose or allude to their status as BPD members on social media.
  - 2.1. Because of the likelihood that material posted to a social media site will be permanently archived, the disclosure of any information that identifies a member as a BPD employee can endanger member safety and/or limit an officer’s ability to serve in certain undercover or sensitive assignments.
3. Members are cautioned that they should not assume any expectation of privacy when posting information to the Internet or a social media site, regardless of user privacy settings or other access controls.
4. If a member reveals (intentionally or otherwise) his/her employment/position with the BPD, when posting personal comments or material on a social media site:
  - 4.1. The member shall not represent himself/herself as a BPD spokesperson; and
  - 4.2. The member shall make clear that his/her opinions, material and/or comments are not an official statement from the BPD.

**NOTE:** See Policy 1729, *Whistleblower Protection* for protected member speech.

5. Members should refrain from revealing, in any manner or for any reason, that any other member (e.g., a supervisor, partner, co-worker, etc.) is an employee of the BPD without the express written consent of that other member.
6. Members are personally responsible for any content they “like,” publish, forward or post to the Internet and/or a social media site.



7. Members shall not create or maintain a BPD social media site, unless directly authorized to do so by the Police Commissioner.
8. Members shall not knowingly engage in any type of social media contact (e.g., “friending,” “following,” etc.) that would hamper, interfere with or otherwise prejudice an open or ongoing investigation, case, or court action.
9. Members shall not use a BPD email address to register with or join a social media site.

**BPD SOCIAL MEDIA**

1. Only the Police Commissioner, his/her designee, the MRS Director, or a designated departmental spokesperson may post, comment or reply on a social media site on behalf of the Baltimore Police Department.
2. BPD will clearly identify its official social media accounts. Where possible, BPD social media accounts shall prominently display the following information and/or statements:
  - 2.1. BPD contact information and a link to the BPD website.
  - 2.2. That pages are maintained by BPD.
  - 2.3. That the opinions expressed by visitors to BPD pages do not reflect the opinions of the BPD.
  - 2.4. That posted comments will be monitored and that BPD reserves the right to remove comments at its discretion such as obscenities, off-topic comments, personal attacks, any comments that jeopardize an ongoing investigation or prosecution, or that otherwise impair BPD’s ability to provide effective law enforcement services to the community.
  - 2.5. That any content posted or submitted for posting is subject to public disclosure.
3. Departmental spokespersons shall not comment on subject matters:
  - 3.1. Beyond their area of professional expertise; or
  - 3.2. On which they are not authorized to represent the BPD.
4. When authorized members – the Police Commissioner, his/her designee, the MRS Director, or a designated departmental spokesperson – represent the BPD on a social media site, they will:
  - 4.1. Use only an approved/official account or user name.
  - 4.2. Adhere to the “Terms of Use Agreement” that governs users’ activity on the site.
  - 4.3. Ensure their status as a representative of the BPD is clearly evident.
  - 4.4. Limit interaction and comments to information within the public domain.
  - 4.5. Not release any information that may in any way be considered confidential.
  - 4.6. Ensure that all content, posted to a social media site on behalf of the BPD, is accurate

and in compliance with BPD policy.

5. The MRS Director shall review and approve all activity involving the BPD's official Internet website(s).
6. If an official BPD social media site or Internet website hosts a public discussion "forum," messaging board, or other interactive commenting feature, the MRS Director shall ensure that:
  - 6.1. A site moderation policy is clearly stated;
  - 6.2. Comments posted by the general public are monitored by a member of the MRS for inappropriate or offensive content; and
  - 6.3. Comments, deemed to be inappropriate or offensive, are removed/deleted from the site.
7. The MRS Director shall coordinate any release of suspect, witness or person-of-interest information with the Chief, Criminal Investigation Division, or his/her designee.
8. The Chief of the Criminal Investigation Division shall consult with the Director of the MRS when there is a belief that an ongoing investigation or intelligence collection effort would benefit from the use of social media. It may be appropriate for members to use non-official BPD social media accounts in the course of a legitimate criminal investigation, or in the course of intelligence collection efforts, related to public safety or potential criminal activity.
  - 8.1. Investigative units may use non-official BPD social media accounts for investigative purposes with written permission of the Police Commissioner.
  - 8.2. These investigative units will maintain a log of all social media postings to non-official BPD accounts.
  - 8.3. Acceptable uses of non-official BPD social media accounts for legitimate law enforcement purposes includes a member creating and/or using a fictitious social media account, user profile, avatar or similar form of online identification.

#### **ASSOCIATED POLICIES**

Policy 301,	<i>Code of Ethics</i>
Policy 302,	<i>Rules and Regulations</i>
Policy 305,	<i>Department Values, Vision and Mission</i>
Policy 308,	<i>General Disciplinary Process</i>
Policy 601,	<i>Member Confidentiality Obligations and Media Releases</i>
Policy 602,	<i>Public Speech</i>
Policy 1306,	<i>BPDnet and Internet Usage Policy</i>
Policy 1307,	<i>Personal Communications Devices</i>

#### **RESCISSION**

Remove and destroy/recycle Policy 604, *Social Media Policy* dated 12 November 2015.

#### **COMMUNICATION OF POLICY**

This policy is effective on the date listed herein. Commanders are responsible for informing their subordinates of this policy and ensuring compliance.



## Policy 604

Subject	
<b>SOCIAL MEDIA</b>	
Date Published	Page
<b>1 July 2016</b>	<b>1 of 4</b>

*By Order of the Police Commissioner*

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- Importance of Social Media.** BPD recognizes that members have a right to use social media and the significant role that social media can play in members' personal lives. This policy is intended to address only such social media activity that bears on a member's official duties or suggests that the BPD authorizes the posting, or that the member is posting on behalf of the BPD. This policy does not prohibit a member from engaging any social media activity protected by the First Amendment.

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1. Members have a right to express themselves as private citizens on social media sites, however, members should not:
  - 1.1. Make, share, or comment in support of any posting that includes criminal conduct, threats of violence or otherwise violates any law.
  - 1.2. Make, share, or comment in support of any posting disparaging of any race, religion, sex, gender, sexual orientation, nationality, or any other protected class of individuals.
  - 1.3. Post, transmit or otherwise disseminate any information, videos or images, in any format that violates Policy 601, *Member Confidentiality Obligations and Media Releases*, which governs every BPD employee’s confidentiality obligations.
  - 1.4. Unless authorized, make any representations on behalf of the BPD.
  - 1.5. Post, transmit or otherwise disseminate any information on personal social media sites while on duty, without permission from a supervisor.
2. For member safety, it is recommended that sworn members do not disclose or allude to their status as BPD members on social media.
  - 2.1. Because of the likelihood that material posted to a social media site will be permanently archived, the disclosure of any information that identifies a member as a BPD employee can endanger member safety and/or limit an officer’s ability to serve in certain undercover or sensitive assignments.
3. Members are cautioned that they should not assume any expectation of privacy when posting information to the Internet or a social media site, regardless of user privacy settings or other access controls.
4. If a member reveals (intentionally or otherwise) his/her employment/position with the BPD, when posting personal comments or material on a social media site:
  - 4.1. The member shall not represent himself/herself as a BPD spokesperson; and
  - 4.2. The member shall make clear that his/her opinions, material and/or comments are not an official statement from the BPD.

**NOTE:** See Policy 1729, *Whistleblower Protection* for protected member speech.

5. Members should refrain from revealing, in any manner or for any reason, that any other member (e.g., a supervisor, partner, co-worker, etc.) is an employee of the BPD without the express written consent of that other member.
6. Members are personally responsible for any content they “like,” publish, forward or post to the Internet and/or a social media site.

7. Members shall not create or maintain a BPD social media site, unless directly authorized to do so by the Police Commissioner.
8. Members shall not knowingly engage in any type of social media contact (e.g., “friending,” “following,” etc.) that would hamper, interfere with or otherwise prejudice an open or ongoing investigation, case, or court action.
9. Members shall not use a BPD email address to register with or join a social media site.

**BPD SOCIAL MEDIA**

1. Only the Police Commissioner, his/her designee, the MRS Director, or a designated departmental spokesperson may post, comment or reply on a social media site on behalf of the Baltimore Police Department.
2. BPD will clearly identify its official social media accounts. Where possible, BPD social media accounts shall prominently display the following information and/or statements:
  - 2.1. BPD contact information and a link to the BPD website.
  - 2.2. That pages are maintained by BPD.
  - 2.3. That the opinions expressed by visitors to BPD pages do not reflect the opinions of the BPD.
  - 2.4. That posted comments will be monitored and that BPD reserves the right to remove comments at its discretion such as obscenities, off-topic comments, personal attacks, any comments that jeopardize an ongoing investigation or prosecution, or that otherwise impair BPD’s ability to provide effective law enforcement services to the community.
  - 2.5. That any content posted or submitted for posting is subject to public disclosure.
3. Departmental spokespersons shall not comment on subject matters:
  - 3.1. Beyond their area of professional expertise; or
  - 3.2. On which they are not authorized to represent the BPD.
4. When authorized members – the Police Commissioner, his/her designee, the MRS Director, or a designated departmental spokesperson – represent the BPD on a social media site, they will:
  - 4.1. Use only an approved/official account or user name.
  - 4.2. Adhere to the “Terms of Use Agreement” that governs users’ activity on the site.
  - 4.3. Ensure their status as a representative of the BPD is clearly evident.
  - 4.4. Limit interaction and comments to information within the public domain.
  - 4.5. Not release any information that may in any way be considered confidential.
  - 4.6. Ensure that all content, posted to a social media site on behalf of the BPD, is accurate

and in compliance with BPD policy.

5. The MRS Director shall review and approve all activity involving the BPD's official Internet website(s).
6. If an official BPD social media site or Internet website hosts a public discussion "forum," messaging board, or other interactive commenting feature, the MRS Director shall ensure that:
  - 6.1. A site moderation policy is clearly stated;
  - 6.2. Comments posted by the general public are monitored by a member of the MRS for inappropriate or offensive content; and
  - 6.3. Comments, deemed to be inappropriate or offensive, are removed/deleted from the site.
7. The MRS Director shall coordinate any release of suspect, witness or person-of-interest information with the Chief, Criminal Investigation Division, or his/her designee.
8. The Chief of the Criminal Investigation Division shall consult with the Director of the MRS when there is a belief that an ongoing investigation or intelligence collection effort would benefit from the use of social media. It may be appropriate for members to use non-official BPD social media accounts in the course of a legitimate criminal investigation, or in the course of intelligence collection efforts, related to public safety or potential criminal activity.
  - 8.1. Investigative units may use non-official BPD social media accounts for investigative purposes with written permission of the Police Commissioner.
  - 8.2. These investigative units will maintain a log of all social media postings to non-official BPD accounts.
  - 8.3. Acceptable uses of non-official BPD social media accounts for legitimate law enforcement purposes includes a member creating and/or using a fictitious social media account, user profile, avatar or similar form of online identification.

#### **ASSOCIATED POLICIES**

Policy 301,	<i>Code of Ethics</i>
Policy 302,	<i>Rules and Regulations</i>
Policy 305,	<i>Department Values, Vision and Mission</i>
Policy 308,	<i>General Disciplinary Process</i>
Policy 601,	<i>Member Confidentiality Obligations and Media Releases</i>
Policy 602,	<i>Public Speech</i>
Policy 1306,	<i>BPDnet and Internet Usage Policy</i>
Policy 1307,	<i>Personal Communications Devices</i>

#### **RESCISSION**

Remove and destroy/recycle Policy 604, *Social Media Policy* dated 12 November 2015.

#### **COMMUNICATION OF POLICY**

This policy is effective on the date listed herein. Commanders are responsible for informing their subordinates of this policy and ensuring compliance.



## Policy 801

Subject

# OVERDOSE RESPONSE AND INVESTIGATION PROTOCOL

Date Published

**23 September 2016**

Page

**1 of 5**

*By Order of the Police Commissioner*

### POLICY

1. **Sanctity of Human Life.** The policy of the Baltimore Police Department (BPD) is to value and preserve human life in all situations.
2. **Overdose Investigations.** Opioid-related overdose fatalities in Maryland increased by 106% between 2011 and 2015, and are expected to continue to rise<sup>1</sup>. The BPD shall thoroughly investigate overdose cases to ascertain the source of supply for the chemical substance and assign criminal culpability where appropriate.
3. **Maryland Good Samaritan Law.** A person who, in good faith, seeks, provides, or assists with the provision of medical assistance for a person experiencing a medical emergency after ingesting or using alcohol or drugs shall be immune from criminal prosecution for a violation of 5-601, 5-619, 5-620, 10-114, 10-116, and 10-117 of the Criminal Law Article if the evidence for the criminal prosecution was obtained solely as a result of the person's seeking, providing, or assisting with the provision of medical assistance. Additionally, a person who reasonably believes that they are experiencing a medical emergency after ingesting or using alcohol or drugs shall be immune from criminal arrest, charge, or prosecution for violation of the above statutes if the evidence for the criminal arrest, charge, or prosecution was obtained solely as a result of the person seeking or receiving medical assistance.

### REQUIRED ACTION

#### Non-Fatal Overdose

##### **Patrol Response**

1. Render/request medical aid for the victim.
2. If opioid overdose is suspected, administer Naloxone® if trained to do so (See Policy 821, *Use of Naloxone/Narcan for Opioid Overdoses.*)
3. Locate and identify all persons on scene.
4. Obtain initial factual information from all individuals involved/on scene. Be mindful that family members and associates can provide valuable information about the victim's history of

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<sup>1</sup> Maryland Department of Health and Mental Hygiene – Overdose Death Report, June 2016.

<b>Policy 801</b>	<b>OVERDOSE RESPONSE AND INVESTIGATION PROTOCOL</b>	<b>Page 2 of 5</b>
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addiction/drug abuse as well as possible suppliers and locations where the victim may have purchased the illegal substance.

5. Treat the location as a potential crime scene. Establish a crime scene log, when necessary.
6. Obtain the cell phone and home phone numbers of the victim. Attempt to gain consent to view the cell phone for any text messaging, photographs, or phone numbers that may be related to the source of supply for the overdose substance.

NOTE: Members issued a BWC shall memorialize the attempt to gain consent, as well as record the viewing of the contents of the cell phone into the BWC.

7. Process the scene. This shall include photographing evidence, if necessary, with a BPD-issued digital camera or mobile device.
  - 7.1. In cases of prescription overdose, photograph prescription pill bottles.
8. Secure and submit all evidence. This may include:
  - 8.1. Any suspected controlled dangerous substances or chemical agents believed to have been ingested by the victim.
  - 8.2. Drug paraphernalia (e.g., hypodermic syringe, gelatin capsules, spoon, aluminum foil, glass pipe, etc.).
  - 8.3. CCTV footage.
9. Complete/submit a Crime Incident Report, titled "Overdose," before the end of your tour of duty. The report must contain the following information:
  - 9.1. Victim, witness and/or suspect name, address, date of birth, telephone numbers, and additional pertinent identifying information.
  - 9.2. Detailed crime scene description to include all items of evidence recovered.

NOTE: Include any monikers or identifying markings/characteristics on paraphernalia (e.g., symbols, stars, words/names, colored capsules, etc.) as this may assist investigators with identifying where and from whom the substance was purchased.

- 9.3. Identity of all persons on scene and information they provided.
- 9.4. In cases of prescription overdose (or state if the information is not available):
  - 9.4.1. Medication type, dosage, date prescription was issued, and physician's name.
  - 9.4.2. Name of the pharmacy identified on the prescription container.
  - 9.4.3. Pharmacy prescription number.
  - 9.4.4. Name and address of patient on the label.



<b>Policy 801</b>	<b>OVERDOSE RESPONSE AND INVESTIGATION PROTOCOL</b>	<b>Page 3 of 5</b>
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9.4.5. Number of tablets/capsules the victim ingested and remaining pill count.

9.4.6. Reason for the medication.

9.5. In cases involving other chemical agents, attempt to identify the substance and its source, and include such information in the Crime Incident Report.

9.6. Name of hospital where the victim was transported (when applicable).

9.7. Information related to the possible source of supply for the overdose substance, obtained through a lawful search of the cell phone, such as:

9.7.1. Phone numbers.

9.7.2. Contact names.

9.7.3. Text messages.

9.7.4. Photographs/videos.

9.7.5. Social media information.

10. Complete/submit a Heroin/Opioid Overdose Report (See Appendix A).

#### **Patrol Supervisor**

1. Respond to the scene of the call.
2. Ensure the scene has been processed and all evidence submitted to the Evidence Control Unit (ECU).
3. Ensure all reports have been submitted and are complete and accurate.
4. Scan and email the Heroin/Opioid Overdose Report (see Appendix A), the Crime Incident Report, and any photographs, property receipts, etc. to [Overdose@Baltimorepolice.org](mailto:Overdose@Baltimorepolice.org).

#### Fatal Overdose

#### **Patrol Response**

1. Notify a permanent-rank supervisor to respond to the scene.
2. Notify the Homicide Section.
3. Be guided by the Homicide Section primary investigator for further investigatory actions/reporting.
4. Seize/submit all cellular telephones or mobile devices belonging to the victim or suspects.

<b>Policy 801</b>	<b>OVERDOSE RESPONSE AND INVESTIGATION PROTOCOL</b>	<b>Page 4 of 5</b>
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### **Patrol Supervisor**

1. Respond to the scene of the call.
2. Ensure the scene has been processed and all evidence submitted to the Evidence Control Unit (ECU).
3. Ensure all reports have been submitted and are complete and accurate.
4. Scan and email the Heroin/Opioid Overdose Report (see Appendix A), the Crime Incident Report, and any photographs, property receipts, etc. to [Overdose@Baltimorepolice.org](mailto:Overdose@Baltimorepolice.org).

### **Crime Scene Unit**

1. Respond and process the scenes of all suspected overdose deaths as requested by the Homicide Section.
2. Ensure photographs are loaded to the VeriPic system within the Crime Scene Sciences/Evidence Section.

### **Homicide Unit**

1. Determine if a response to a suspected overdose death is warranted.
2. Direct all investigatory actions of suspected overdose deaths.

### **Homeland Security Section / Cyber Crimes Unit**

1. Assist with the downloading of cellular/mobile device data when requested.
2. Review/collect all overdose reporting.
3. Analyze trends and assign cases for follow-up investigation.

### **APPENDIX**

- A. Heroin/Opioid Overdose Report

### **ASSOCIATED POLICIES**

Policy 703, *Death and Serious Assault Investigations*  
Policy 821, *Use of Naloxone/Narcan For Opioid Drug Overdoses*  
Policy 1401, *Control of Property and Evidence*  
Policy 1402, *Management of Evidentiary CDS*

### **COMMUNICATION OF POLICY**

This policy is effective on the date listed herein. Each employee is responsible for complying with the contents of this policy.

**APPENDIX A**

## Heroin/Opioid Overdose Report

**DEA – W/B HIDTA  
Heroin/Opioid Overdose Report**

Responding Officer Agency: \_\_\_\_\_ County: \_\_\_\_\_

Incident/Case Number: \_\_\_\_\_

Incident Date/Time: \_\_\_\_/\_\_\_\_/\_\_\_\_      \_\_\_\_/\_\_\_\_      Fatal    Nonfatal    (circle one)  
mm/dd/yyyy      24:00

Incident Location: \_\_\_\_\_

Street Number, Street Name, Direction, Apt.

Incident City: \_\_\_\_\_, MD    Incident County: \_\_\_\_\_

Victim Name: \_\_\_\_\_

Last      First      M.I.  
Victim DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_      Victim Gender (circle):    M    F  
mm/dd/yyyyVictim Phone # \_\_\_\_\_      ☐ Phone Seized    ☐ Consent to Search Phone

Home Address: \_\_\_\_\_, MD

Street Number, Street Name, Direction, Apt

Incident County: \_\_\_\_\_

Suspect Name: \_\_\_\_\_ Gender:    M    F

Last      First  
Suspect DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_      Suspect Phone #: \_\_\_\_\_  
mm/dd/yyyy**Suspected Overdose Drug:** ☐ Heroin ☐ Fentanyl ☐ Prescription Drugs ☐ Other (check all that apply)  
☐ Packaging found at Scene    ☐ CDS Recovered**Naloxone Administered:** ☐ None    ☐ 1 dose    ☐ 2 doses+      **Responded to Naloxone:** ☐ Yes ☐ No

## 02/128

PHONE # 410-396-2640

Quantity	COMMODITY	Quantity on Hand	FILLED		
			From Stock	Order Number	Quantity
1	Annual service agreement for Geofeedia Public Safety Edition (open source monitoring). Total of 30 users, with real-time streams and admin. functions. - Unlimited data consumption - Maximum search radius of 15 kilometers - Image Analysis with up to 400,000 images per month within 20 location based recordings	+			
<b>COMMODITY SOURCE:</b> 820 Davis St,Suite 408 <b>LOCATION:</b> Evanston, IL 60201 <b>JUSTIFICATION:</b> Open source monitoring, location-based software		+			

OK. a *[Signature]* 9/30/16

Bureau of Purchases

JUSTIFICATION FORM

APPENDIX 2

Date: 30 September 2016

Requisition No.: 268796

Agency: Baltimore Police Department

Contact/Phone: 410-396-2640

Vendor: Geofeedia, Inc

Cost: \$ 23,000

Proposes to procure as (select category):

☐ Urgency Justification ☐ Sole Source Justification ☒ Selected Source Justification ☐ Emergency

Proposes to Procure: Software program used to identify actionable intelligence from numerous social media outlets.

Justification: The Homeland Security Section has been using Geofeedia's location-based social media monitoring software for the past three years. Custom interfaces have been developed with other software programs used by the BPD. To replace the software would cause the agency additional expense to recreate the current interfaces. New software would also require training, resulting additional and unnecessary overtime costs to backfill positions.

Urgency Justification (Telephone Quotes) (Check Applicable Box(es))

- ☐ Urgency needed.  
☐ Not practicable to obtain through normal channels.  
☐ Does not qualify as an emergency purchase.

Sole Source Purchase (Check Applicable Box(es)):

- ☐ Compatibility of equipment, accessories  
☐ Or replacement parts is paramount consideration.  
☐ Item needed for trial use or testing.  
☐ Item being procured for resale.  
☐ Public utility being procured.

Selected Source Purchases (Check Applicable Box(es)):

- ☒ No advantage to seeking competition.  
☒ Not practicable to obtain competition.  
☐ Items are an emergency nature.

Emergency Purchase (Check Applicable Box(es)):

- ☐ Threatens functioning of City government.  
☐ Preservation of protection of property.  
☐ Health, safety, and welfare of personnel.

I recommend that competitive procurement be waived, and that the supplies, materials, equipment, services, or public works be procured as indicated above.

Signed:   
Agency Head or Designee

Buyer's recommendation:

☐ Approve

☐ Disapprove

Signed: \_\_\_\_\_

City Purchasing Agent and/or Purchasing Services Supervisor: ☐ Approve ☐ Disapprove

Signed: \_\_\_\_\_

**Order Information**

---

**Account Name:** Baltimore Police Department  
**Prepared By:** Jon Newman & Jackie Pecirno  
**Preparation Date:** September 30, 2016

**Contract Start Date:** Upon Signature  
**Contract End Date:** 1 year from start date

**Total Amount:** \$23,000.00

**Subscription Term, Billing & Payment Information**

---

**Company Name:** Baltimore Police Department  
**Billing Name:** Sgt. William MacDonald  
**Billing Email:** William.macdonald@baltimorepolice.org  
**Billing Address:** 242 W. 29<sup>th</sup> St.  
Baltimore, MD 21211-2908

**Billing Phone:** (410) 396-2640

**Billing Fax:**

**Payment Method:** Invoice

**PO Number:** \_\_\_\_\_

**Billing Terms:** Invoices sent *Upfront*

**Payment Terms:** Due Upon Receipt. Interest accrues at the rate of 1.5% per month 60 days after the invoice date.  
Invoices 30 days or more past due may result in suspension of Services.

This Order Form is subject to and governed by the terms and conditions of the Geofeedia Service Agreement posted online at <http://www.geofeedia.com/legal/service-agreement/> (unless there is already a Geofeedia Service Agreement in force and effect between you and Geofeedia, in which case the terms of such existing Geofeedia Service Agreement shall govern this Order Form). If for any reason you are unable to view the Geofeedia Service Agreement online at <http://www.geofeedia.com/legal/service-agreement/>, please contact Geofeedia immediately.

This Order Form is valid for 30 days from the Preparation Date.

**Customer:** Baltimore Police Department

**Geofeedia, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OPTION SELECTED: \_\_\_\_\_

Order Form (Cont'd) – Baltimore Police Department

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**Application Services Subscription\***

The Application Services include the following:

**Service Edition**

**Total Price**

---

**Standard Service Package**

Customer orders the following Standard Package:

\$23,000.00

**Geofeedia Public Safety Edition**

Total Permitted Users: Watch Center – Up to thirty (30)

Search

- Real-Time Search Plus
- Keyword Search
- Discovery Search
- Streamer
- Influencer Search

Engage & Share

- Alerts with Boolean Exclusions
- Notification Inbox
- One-Click Instagram Map Widget
- iOS/Android Mobile App

Archive & Analyze

- Unlimited Data
- Unlimited Recordings
- Analytics
- Translate
- Collections
- CSV Export
- Image Analysis (up to 400,000 images per month within twenty (20) Location Recordings)

Search Radius

- Maximum of 15 kilometers

---

**Support & Services**

Included

Unlimited Tutorials & Documentation

Customer Support

Customer Success Manager

Live Webinar Training

Shape File Support

Live Event Monitoring Support & Assistance – includes Super Bowl and other large events

ESRI integration - TBD

---

**Enablement & Training**

Optional

Remote

Included

---

**Total Cost**

**\$ 23,000.00**

---

**Order Comments**

\*\*NOTE: Please identify which option customer intends to purchase


For additional details regarding standard features and functionality of the Application Services, please visit:

<http://geofeedia.com/how-it-works>



**POLICE DEPARTMENT  
BALTIMORE, MARYLAND**

29 September 2016

**TO:** Major Byron Conaway  
**VIA:** Official Channels   
**FROM:** Joseph Orenstein  
**SUBJECT:** Justification Letter for Renewal of Geofeedia

Sir,

I respectfully request, the Baltimore Police Department renew the location-based social media monitoring platform from Geofeedia. The Homeland Security Section has been using this software platform for the last three years, allowing the department to extract timely and actionable intelligence from vast volumes of social media content that is both geotagged with precise locations using latitude and longitude coordinates and non-geotagged with keyword searches. Geofeedia was selected over other social media data mining platforms due to;

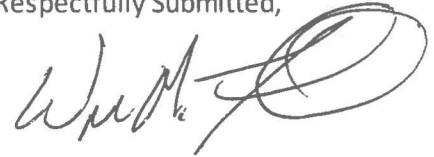
- Data from twelve total sources and non-geotagged sources
- Real-time social content obtained from multiple locations simultaneously
- Ease of data export in various formats into other Baltimore Police Departments databases and software, including ArcGIS and, in the near future, ERSI
- Incorporated sentiment analysis that aids in determining positive versus negative posts
- A cloud-based data center that enables users to store all social data from defined locations if needed
- User friendly network analysis to describe social media relationships, once a subject or target has been identified
- Simple creation of collection ideas for workflow and curation processes
- Embeddable Instagram maps to display content
- Direct import of shape files
- Image recognition and analysis capabilities
- Mobile app on both iOS and Android mobile devices
- Ability to be alerted via email for benchmark and threshold alerts based on where social activity is occurring, number of posters, user activity, sentiment increases, decreases, relative to historical average
- Search, filter, and alert by "emojis"



- Ability to view live streaming social media information for up to 5 separate locations on one screen
- Non-social data overlays which include traffic, weather, and most importantly crisis and natural disaster which can explore real time crisis and natural disasters such as earthquakes, explosions, terror attacks, power outages, etc. in the world next to social data.

While there are other social media monitoring platforms on the market, only Geofeedia meets or exceeds the needs of the Homeland Security Section. The purchase of a new social media monitoring platform would also incur the cost of retraining the operators on the new software and the interfacing with the departments various data and analytic software programs. I therefore request, that Geofeedia be renewed / awarded this purchase order.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Joseph Orenstein', with a large, stylized circular flourish at the end.

Joseph Orenstein

Case Number	Date Received	Date Occurred	Needb'd Officer(s)	Allegation(s)/Offense Type(s)	Summary	Bureau	Category	Flag	CC # & C. #	1000001	Incident Type	Due Date	Completed Date	Initials
Withheld Article ("GP"), § 4-311(a)	21-Jan-17	29-Jan-17	Withheld Article ("GP"), § 4-311(a)	Conduct Unbecoming a Police Officer/Employee - Disposition Withheld Article ("GP"), § 4-311(a) Conduct Unbecoming a Police Officer/Employee - Disposition Withheld Article ("GP"), § 4-311(a) Conduct Unbecoming a Police Officer/Employee - Disposition Withheld Article ("GP"), § 4-311(a) Conduct Unbecoming a Police Officer/Employee - Disposition Withheld Article ("GP"), § 4-311(a) Conduct Unbecoming a Police Officer/Employee - Disposition Withheld Article ("GP"), § 4-311(a) Conduct Unbecoming a Police Officer/Employee - Disposition Withheld Article ("GP"), § 4-311(a)	Withheld Article ("GP"), § 4-311(a)	Operational					Ethics	1-May-17	21-Jun-17	Den
Withheld Article ("GP"), § 4-311(a)	15-Nov-17		Withheld Article ("GP"), § 4-311(a)	Conduct Unbecoming a Police Officer/Employee - Disposition Withheld Article ("GP"), § 4-311(a) Inappropriate Comments and/or Gestures - Disposition Withheld Article ("GP"), § 4-311(a)	Withheld Article ("GP"), § 4-311(a)	Operational					External Complaints	14-Jun-18	10-Oct-17	Den
Withheld Article ("GP"), § 4-311(a)	12-Nov-18	11-Nov-18	Withheld Article ("GP"), § 4-311(a)	Conduct Unbecoming a Police Officer/Employee - Disposition Withheld Article ("GP"), § 4-311(a) Computer/Email/Internet Misuse - Disposition Withheld Article ("GP"), § 4-311(a) You/Other Misdeemeanor - Disposition Withheld Article ("GP"), § 4-311(a)	Withheld Article ("GP"), § 4-311(a)	Operational					External Complaints	10-Feb-19	17-Sep-19	Den
Withheld Article ("GP"), § 4-311(a)	23-Apr-19		Withheld Article ("GP"), § 4-311(a)	Conduct Unbecoming a Police Officer/Employee - Disposition Withheld Article ("GP"), § 4-311(a) Computer/Email/Internet Misuse - Disposition Withheld Article ("GP"), § 4-311(a) Harassment - Disposition Withheld Article ("GP"), § 4-311(a)	Withheld Article ("GP"), § 4-311(a)	Operational					External Complaints	22-Apr-20	20-Apr-20	Den
Withheld Article ("GP"), § 4-311(a)	17-Jan-20	16-Jan-20	Withheld Article ("GP"), § 4-311(a)	Conduct Unbecoming a Police Officer/Employee - Disposition Withheld Article ("GP"), § 4-311(a) Computer/Email/Internet Misuse - Disposition Withheld Article ("GP"), § 4-311(a)	Withheld Article ("GP"), § 4-311(a)						External Complaints	16-Jan-21	16-Feb-20	Den

## Brooks, Wayne

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**From:** Smith, TJ  
**Sent:** Friday, July 22, 2016 12:58 PM  
**To:** Brooks, Wayne; Schubert, Brent  
**Cc:** newsbpd  
**Subject:** FW: Information request on Geofeedia

Hello,

This is an MPIA request.

---

**From:** Knezevich, Alison [mailto:[Alisonk@baltsun.com](mailto:Alisonk@baltsun.com)]  
**Sent:** Thursday, July 21, 2016 4:12 PM  
**To:** newsbpd  
**Cc:** Smith, TJ  
**Subject:** Information request on Geofeedia

BPD,

Hi, I am doing research on police departments' use of the service Geofeedia.

Does Baltimore Police Department use this service? If so, can you please answer the following:

-How long has the department used Geofeedia and for what purposes?

-How much does the service cost?

-Please provide a copy of the department contract with Geofeedia. (This is a request under the Maryland Public Information Act.)

Let me know if you have any questions.

Thanks,  
Alison



Alison Knezevich | Reporter | The Baltimore Sun  
[alisonk@baltsun.com](mailto:alisonk@baltsun.com) | phone: 410.332.6488 | [twitter.com/aliknez](https://twitter.com/aliknez)

PROPERTY DIVISION  
REQUISITION FOR SUPPLIES  
02/128

Police Department  
Baltimore, Maryland

Req. #

5622054

AIS

DATE 9/24/2015

PHONE # 410-396-2640

DISTRICT, DIVISION OR BUREAU:

Quantity	COMMODITY	Quantity on Hand	FILED		
			From Stock	Order Number	Quantity
1	104-00000-204.830100-603021 CP Annual service agreement for Geofeedia Professional(Open Source Monitoring) Total of 30 users. Up to five (5) Real-Time Streams, Administrator functions Up to 250,000 post per month Maximum search radius of 15 kilometers Total \$18,000.00	1		13.10.2015 9/25/15	
	COMMODITY SOURCE: 55 Monument Circle, Suite 710 LOCATION: Indianapolis, IN 46204 JUSTIFICATION: Open source monitoring !				

I HEREBY CERTIFY THAT THE ABOVE ITEMS ARE NECESSARY TO MEET CURRENT NEEDS:

Signature

Print / Type Name

William MacDonald

Signature of Commanding Officer

9/25/15 13:45

Note 1: If this document is attached to a PO that is issued as a result of a formal solicitation, the terms and conditions of that solicitation take precedence.

Note 2: If this document is attached to a Bid that is a formal solicitation, the terms and conditions the IFB or RFP take precedence.

### **General Conditions for Informal Bid/Contract City of Baltimore, Maryland**

#### **1. BIDS**

- 1.1. Bids must be submitted electronically via CitiBuy ([www.baltimorecitibuy.org](http://www.baltimorecitibuy.org)).
- 1.2. All bids must be filled in completely and, unless submitted via CitiBuy ([www.baltimorecitibuy.org](http://www.baltimorecitibuy.org)), be typewritten or printed in ink and signed where indicated.
- 1.3. Bids when filed shall be irrevocable.

#### **2. RESERVATIONS.**

- 2.1. The City Purchasing Agent reserves the right to do the following.
  - 2.1.1. Increase award(s) by 15% within thirty days after award.
  - 2.1.2. Reject any or all bids, and/or waive technical defects if, in his/her judgment, the interest of the City shall so require.

#### **3. INDEMNIFICATION**

- 3.1. The Contractor shall indemnify and save harmless the City of Baltimore against or from all costs, expenses, damages, injury or loss to which said City may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the execution or performance and shall save and keep harmless the City against and from all claims and losses to it from any causes whatsoever, including actual or alleged patent infringements in the matter of making, furnishing, and delivering materials/services as called for in the bid documents.

#### **4. TAXES**

- 4.1. No state sales or federal excise tax is to be added to any bid.
- 4.2. Tax Exempt No. 300005 5-9.

#### **5. FAIR COMPETITION**

- 5.1. Competition in bidding is encouraged, even though a particular manufacturer's name or brand is specified to indicate the level of quality desired. Bids will be considered on other brands as "or equal" when the bidder indicates clearly the product (brand and model number) which is being offered. A sample or sufficient data in detail to enable a proper comparison to be made with the particular material specified shall be included. The City Purchasing Agent, considering equality of design, construction and function will make the determination of the acceptability of an equivalent product.
- 5.2. To better insure fair competition and to permit a determination of the lowest responsive and responsible bidder, proposals may be rejected if they show any irregularities, conditions, non-conformities, or bids obviously unbalanced.

#### **6. SAMPLES**

- 6.1. Where required, samples shall be delivered to the Bureau of Purchases, 231 E. Baltimore Street, Suite 200, Baltimore, MD 21202, unless otherwise stated in the specifications. Packages shall be marked, "Samples for Bureau of Purchases" with the name of bidder, contract number, and item number. Failure of the bidder to furnish an

itemized packing list and clearly identified samples as indicated may be considered sufficient reason for rejection of the bid.

6.2. The City Purchasing Agent reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the bidder or contractor if any samples are lost or destroyed.

6.3. All deliveries under the contract shall conform in all respects with samples and/or data as submitted and accepted as a basis for the award.

## 7. DEVIATIONS TO SPECIFICATIONS

7.1. All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. In the absence of a written list of specification deviations at the time of submittal of the bid, the bidder shall be held strictly accountable to the City of Baltimore to the specifications as written. Any deviation from the specifications as written, not previously submitted and accepted, is ground for rejection of the material, equipment, and/or service.

## 8. WAIVER OF TECHNICALITIES IN SPECIFICATIONS

8.1. Minor differences in specifications may be waived at the discretion of the City Purchasing Agent.

## 9. DELIVERY AND F.O.B. POINT

9.1. Each bidder shall guarantee that (s)he will deliver materials, equipment, and/or perform services in accordance with the delivery specified and/or quoted. All materials, equipment and/or services shall be bid F.O.B. Destination (delivered) unless otherwise clearly specified by the City.

## 10. METHOD OF AWARD

10.1. Cash discounts allowing a period of not less than twenty (20) days will be taken into consideration in determining an award. Should such an award be made by reason of gross price, the City will accept the offer of cash discount in payment of invoice(s). Minimum terms will be net 30.

10.2. Unless clearly shown on the bid that the bidder intends that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. In the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the results will be adjusted accordingly.

10.3. Unless otherwise specifically provided for in the bid document, the City Purchasing Agent reserves the right to make award(s) on either Lump Sum or Individual Item basis, whichever is in the best interest of the City.

10.4. In those cases where an award to the low bidder of an item or items would total less than \$200.00, the award of such item(s) may be combined rather than split to low bidders to the extent that the price differential does not exceed \$50.00.

## 11. INSPECTION

11.1. All materials, supplies and/or services delivered or performed for the City shall be subject to final inspection by the City and tests by the City and/or other independent testing laboratories as may be designed by the City Purchasing Agent. If the result of such tests indicates that any part of the materials or supplies are deficient in any respect, the City Purchasing Agent, in his/her discretion, may reject all or any part of the materials and supplies to be provided under this contract. Minor variances in materials, supplies, and/or services may be waived upon approval by the City Purchasing Agent, at his/her discretion.

## 12. RESPONSIBILITY OF CONTRACTOR

- 12.1. All equipment, materials and/or services furnished under this contract shall be in complete compliance with all current Federal, State, City and local municipal regulations, standards, laws/ordinances and statutes in any manner affecting performance and pricing under this contract and must meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract.
- 12.2. Contractor shall give his/her full personal attention constantly to the faithful execution of this contract, and shall keep the same under his/her control. Assigning or subletting any part of the award or of any monies payable on this contract shall require approval in writing by the City Purchasing Agent.
- 12.3. Contractor shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the City Purchasing Agent whenever requested in connection with the performance of this contract.
- 12.4. Contractor shall secure all necessary licenses and permits, and shall pay all taxes, charges, fees and royalties, required for the completion of the work described.

### 13. GUARANTEE/WARRANTY

- 13.1. All work, supplies and/or materials and requirements described in the specifications, including any modifications thereto approved by the City Purchasing Agent shall be guaranteed/warranted against all faulty or imperfect materials and/or equipment, and against all imperfect, careless, and/or unskilled workmanship for a period of one year from date of the final acceptance by the City unless indicated otherwise in this contract.
- 13.2. Any warranties whether expressed or implied shall not reduce the seller's / manufacturer's obligation to the City against any latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

### 14. AUTHORITY OF THE CITY PURCHASING AGENT

- 14.1. Subject to the power and authority of the City Purchasing Agent as provided by law and in these contract documents, (s)he shall in all cases determine the amount or quantity, quality, and acceptability of the work and materials, which are to be paid for under this contract. (S)he shall decide the questions which may arise relative to the fulfillment of the contract or to the obligations of the contractor there under.

### 15. TERMINATION

- 15.1. The City reserves the right to terminate this contract for the following reasons.
  - 15.1.1. **DEFAULT.** Upon recommendation of the City Purchasing Agent, the Board of Estimates reserves the sole right to terminate by DEFAULT ACTION any contract, if in its opinion there shall be a failure to promptly and faithfully perform any of its stipulations, or in case of any willful attempt to impose upon the City any materials, products, and/or workmanship inferior to that required by the Contract. Further, the Board reserves the right to restrict any contractor from bidding on City contracts for a time period to be specified by the Board at the time default action is taken. However, any action and/or inaction by the City shall not impair any rights or claims of the City to damages for the breach of any requirements of the Contract by the Contractor. Any cost and/or expense incurred by the City as a result of such breach or default shall be deducted from any monies that may be due or become due to the contractor.
  - 15.1.2. **CONVENIENCE OF THE CITY.** The performance of work under this contract may be terminated in whole, or from time to time in part, by the City at its sole CONVENIENCE by the City Purchasing Agent (C.P.A.) whenever the CPA shall determine that such termination is in the best interest of the City. Any such



termination shall be effected by delivery of a Notice of Termination to the contractor specifying the extent to and conditions under which performance of work under the contract is being terminated and the date upon which termination becomes effective. The contractor shall be entitled to an equitable adjustment hereunder to include any costs reasonably incurred by the contractor in connection with such termination but shall not include under any circumstances anticipated but unearned profits.

#### 16. APPLICABLE LAW

- 16.1. This contract shall be governed by and construed under the laws of the State of Maryland.

#### 17. LABOR AND MATERIALS

- 17.1. Unless otherwise provided in the contract document the contractor shall provide and pay for all facilities, labor, materials, tools, parts, equipment, transportation, and other facilities and services necessary to perform the work required under this contract. The City will NOT pay any monies toward the provision or operation of this service, except for work which is specified in this contract, authorized by the City, and invoiced at the unit and/or lump sum bid price as applicable.

#### 18. TAXES, LICENSES, & PERMITS

- 18.1. The contractor shall, at the sole expense of the contractor, pay all required taxes and obtain, pay for, and keep current all business licenses and permits required for the lawful performance of this contract, and as required by federal, state, county, or city laws, ordinances, or regulations as applicable.

#### 19. CONDITIONAL, QUALIFIED, OR NON-RESPONSIVE BIDS

- 19.1. All bids shall be submitted in a form and manner as indicated by the bid document and bid forms. Any bid, which is not submitted in a form and manner indicated by the bid document and bid forms or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the bid submittal for purposes of making an award, or which alter any bid terms, conditions, specifications, or forms, which had not previously been approved by written addendum issued by the City Purchasing Agent, may be declared as a qualified, conditional, or non-responsive bid and may be rejected without further consideration. Any bid response that does not fully respond to and comply with all the detailed specifications may be declared "non-responsive" by the City and recommended for rejection.

#### 20. BUDGET FUNDING

- 20.1. A contract made as a result of this bid will be subject to the appropriation of funds by the City of Baltimore. If the City of Baltimore does not appropriate any funds, then the contract shall become invalid. If an appropriation is made but is later reduced or eliminated, then the contract shall be reduced or eliminated accordingly, at no additional cost to the City of Baltimore.

#### 21. CONTRACTOR NOT AN AGENT OR EMPLOYEE OF THE CITY

- 21.1. No language or wording contained in this contract document shall be used to construe the contractor as an "agent" or "employee" of the City of Baltimore, nor shall any such language or wording be used to construe the City as an "agent" or "employer" of the contractor and/or of any of the contractor's employees, and/or of any of the contractor's sub—contractors or their employees. The contractor shall have the entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever, to all persons whether employees of the contractor or otherwise, and to all property, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with the execution of the work provided for in this contract. Nothing contained in these contract documents shall create any contractual relationship between any subcontractor and the City.



## **22. GENERAL LEGAL COMPLIANCE**

- 22.1. It shall be the contractor's sole responsibility to insure that he/she is in total compliance with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., which touch or impact on this contract. The City shall bear no responsibility for monitoring the contractor's compliance with said legal requirements. If failure on the part of the contractor to maintain legal compliance results in the contractor not being able to perform, the City may find said contractor in default.

## **23. OMISSION OF SPECIFICATIONS**

- 23.1. The omission by the City of any specification or details of any specification which would normally apply to the product or service specified herein, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract.

## **24. SEVERABILITY**

- 24.1. The provisions of this contract are severable. If any paragraph, section, sub-section, sentence, clause, word, or phrase of this contract is for any reason held to be contrary to any rule or regulation having a force and effect of law, said paragraph, section, sub-section, sentence, clause, word, or phrase may be severed/removed from the contract at the sole discretion of the City Purchasing Agent and/or the Board of Estimates and such decision shall not affect the remaining portions of the contract unless otherwise determined by and at the sole discretion of the City Purchasing Agent and/or the Board of Estimates.

## **25. INSURANCE**

- 25.1. The contractor shall provide insurance coverage as described and required on the Certificate of Insurance form located with the other bid forms in this bid package. The contractor indemnifies the City in accord with the "Indemnification" clause in the General Conditions. Failure to comply may result in rejection of the bid and/or default and termination of contract.

## **26. LIMITATIONS**

- 26.1. This request for bids does not commit the City of Baltimore or any City of Baltimore agency to award a contract or to reimburse a bidder for any cost incurred in the preparation of the bid response, or for the cost of samples which were submitted as a bid requirement. The City of Baltimore reserves the right to accept or reject any or all bids received as a result of this bid solicitation, or to cancel or alter any portion of this bid document by way of written addenda.

NIGP Code Browse   My Account   Customer Service   About		May 27, 2016 9:55:58 AM EDT	
Home	Items	Documents	
Vendors	Quick Buy	Find It	Seble Asmare

Open Market Purchase Order P533319		Status: 3PCO - Closed
General	Items	Vendor
Address	Accounting	Routing
Attachments(4)	Notes	Change Orders
Reminders	Summary	

Header Information			
Purchase Order Number:	P533319	Release Number:	0
Status:	3PCO - Closed	Purchaser:	Kevin Lunsford
Fiscal Year:	2016	PO Type:	Open Market
Organization:	Baltimore City	Location:	PDHQA - BCPD - HQ - ANNEX
Department:	BCPD - POLICE	Entered Date:	10/29/2015 10:59:38 AM
Alternate ID:		Retainage %:	0.00%
Days ARO:	0	Promised Date:	
Required By Date:		Tax Rate:	
Pcard Enabled:	No	Actual Cost:	\$18,000.00
Contact Instructions:			
Print Format:	PO Print		
Ship-to Address:	ANGELA ALSTON 242 W 29TH STREET BALTIMORE, MD 21211 US Email: angela.alston@baltimorepolice.org Phone: (410)396-2114	Bill-to Address:	BUREAU OF ACCOUNTING & PAYROLL SERVICES 401 E. FAYETTE STREET, 5TH FLOOR BALTIMORE, MD 21202 US Email: City-Payables@BaltimoreCity.gov Phone: (410)396-3745
PO Header Work Order Number:			
Attachments: <a href="#">General Conditions of Informal Bid or Contract (04-29-08).doc</a> , <a href="#">R711951 QUOTE GEOFEEDIA.pdf</a> , <a href="#">R711951 128 5622015A.pdf</a> , <a href="#">Board Letter and Documents 533319.pdf</a>			

Primary Vendor Information & PO Terms			
Vendor:	00034480 - Geofeedia, Inc.	Preferred Delivery Method:	Email
Remit-to Address:	Michael Mulroy 820 Davis Street Suite 408 Evanston, IL 60201 US Email: mike@geofeedia.com Phone: (312)257-2925 FAX: (312)508-5535 Id: 36120	Payment Terms:	Shipping Method:
PO Mailing Address:	Michael Mulroy 820 Davis Street Suite 408 Evanston, IL 60201 US Email: mike@geofeedia.com Phone: (312)257-2925 FAX: (312)508-5535 Id: 36120	Shipping Terms:	Freight Terms:

Receipt Information		PO Receipts Summary			
Receipt #	Status	Description	Dept/Loc	Receipt Owner	Receipt Date
D00357507	5CA - Approved for Invoice	INV# 2368	BCPD/PDHQA	Rosalind Davis	01/27/2016

Invoice Information						
Invoice #	Vendor	Vendor Group	Status	Description	Invoice Date	Invoice Amount
2368	00034480	01	4IP - Paid	Geofeed annual subscription	11/01/2015	\$18,000.00

Item Information						
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**Print Sequence # 1.0, Item # 1:** Annual service agreement for Geofeedia Professional (Open Source Monitoring) Total of 30 users, up to five(5) Real-Time streams. Administrator functions up to 250,000 posts per month. Maximum search of 15 kilometers.

3PCO -  
Closed

NIGP Code: 208-11  
Application Software, Microcomputer

Req # / Item #: R711951 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
Quantity	1.0	\$18,000.00	LOT - Lot	0.00	\$0.00		\$0.00	\$0.00	\$18,000.00

Manufacturer: Brand: Model:  
Make: Packaging:  
PO Item Work Order Number:

Account Code	Amount
1001-000000-2041-220100-803026	\$18,000.00

#### Approval Path:

Delete	Approver	Order Sequence	Approval Path ID	Level	Approver Type	Date Requested	Date Approved/Disapproved	Approved/Disapproved/Canceled by	Comment View
	Christine Pamau	1	MSTERBLKT	10	Primary	10/29/2015 04:59:23 PM	10/29/2015 05:05:15 PM	Christine Pamau	
	Timothy Krus	1	MSTERBLKT	10	Alternative	10/29/2015 04:59:23 PM			
	Sue Ziegler	2		2	Primary	10/29/2015 05:05:17 PM	10/29/2015 05:05:56 PM	Sue Ziegler	

Print

Print Vendor Copy

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P 533519

# INFORMATION FOR BOARD OF ESTIMATES LETTER

NAME OF CONTRACT OR DESCRIPTION Annual service agreement for Geofeedia Professional (Open Source Monitoring)

CONTRACT/BID NO: 06000 DATE OPEN: \_\_\_\_\_ BIDS SOLICITED \_\_\_\_\_ REC'D: \_\_\_\_\_  
DEPARTMENT DGS

REQ. NO.: R711951 ACCT. NO.: 1001-000000-2041-220100-603026 AMT.: \$ 18,000.00  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACT:  
TYPE OF CONTRACT FIRM ORDER xx REQUIREMENT \_\_\_\_\_ OTHER \_\_\_\_\_

PERIOD COVERED: \_\_\_\_\_ EXTENSIONS PROVIDED: \_\_\_\_\_

FINAL AWARD \_\_\_\_\_ PARTIAL NO.: \_\_\_\_\_ INC. \_\_\_\_\_ OR EXT \_\_\_\_\_

AWARD(S) RECOMMENDED: VENDOR NAME AND ADDRESS:	AMOUNT	TERMS	F.O.B.
Geofeedia, Inc. 820 Davis Street, Suite 408 Evanston, IL 602	\$18,000.00	NET 30	Destination

BASIS FOR AWARD: Select Source

LOW BIDDER: \_\_\_\_\_ LOW BIDDER BASED ON CASH DISCOUNT TERMS: \_\_\_\_\_

OTHER BASIS FOR AWARD ON BACK PAGE: \_\_\_\_\_

OTHER ADDITIONAL INFORMATION AND RECOMMENDATIONS: This is a renewal of the Annual service agreement for Geofeedia Professional (Open Source Monitoring). Bids were solicited and none were received. Award is recommended to the vendor that submitted the initial quote, which is fair and reasonable. The Licenses and monitoring is currently in use by the BCPD.

UNSUCCESSFUL LOW BIDDER(S) NOTIFIED THAT THEY ARE NOT BEING RECOMMENDED FOR AWARD AND WHEN THE BOARD OF ESTIMATES WILL CONSIDER OUR RECOMMENDATIONS \_\_\_\_\_  
NAME OF ANY BIDDER(S) WHO HAVE INDICATED THAT THEY WILL PROTEST AT THE BOARD \_\_\_\_\_

BUYER: Kevin Lunsford

SUPERVISOR'S  
INITIALS: LAJ 10-28-15

APPROVED  
ON: 10/28/15

CPA SIGNATURE [Signature]

NOTE: IF IT IS NECESSARY TO USE THE REVERSE SIDE BECAUSE OF INSUFFICIENT SPACE, PLEASE SO INDICATE IN THE APPROPRIATE SPACE ABOVE.  
NOTES:

#529173

# INFORMATION FOR BOARD OF ESTIMATES LETTER

AGREEMENTS ATTACHED: YES

X NO

DATE: 7-16-12

MBE/WBE Requirements: \_\_\_\_\_

Waived or MBE % WBE %  
Geographic Software as a Solution (SaaS)

NAME OF CONTRACT OR DESCRIPTION: \_\_\_\_\_

BID/CONTRACT NO.: 07000

DATE OPEN: \_\_\_\_\_

BIDS SOLICITED

195

REC'D: 0

DEPARTMENT BCPD - HQ

REQ. NO.: R646012

ACCT. NO.: 1001-000000-2023-212600-604009

AMT.: \$18,000.00

P.O. NO.: \_\_\_\_\_

TYPE OF CONTRACT:

FIRM ORDER X

REQUIREMENT \_\_\_\_\_

OTHER \_\_\_\_\_

10/24 thru 10/23/15

PERIOD COVERED: \_\_\_\_\_

RENEWALS PROVIDED: \_\_\_\_\_

Optional one-year renewals

FINAL AWARD: \_\_\_\_\_

RENEWAL: \_\_\_\_\_

INC. \_\_\_\_\_

OR EXT. \_\_\_\_\_

AWARD(S) RECOMMENDATION:

VENDOR NAME AND ADDRESS:

AMOUNT

TERMS

F.O.B.

Geofeedia, Inc.

820 Davis Street, Suite 408

Evanston, IL 602

\$18,000.00

NET 30

DESTINATION

TOTAL: \$18,000.00

LOW BIDDER: \_\_\_\_\_

OTHER BASIS FOR AWARD: \_\_\_\_\_

ADDITIONAL INFORMATION AND RECOMMENDATIONS:

This procurement is for Geographic SaaS. Bids were solicited and none were received via CityBuy. Award is recommended for the vendor that submitted the initial quote, which is a fair market price for the functional and ESRI interface options included.

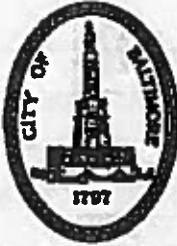
BUYER: Abraham Bay

SUPERVISOR'S  
INITIALS: AB

APPROVED ON: \_\_\_\_\_

CPA SIGNATURE: [Signature]

NOTE: IF IT IS NECESSARY TO USE THE REVERSE SIDE BECAUSE OF INSUFFICIENT SPACE, PLEASE SO INDICATE HERE:  
\_\_\_\_\_SEE NEXT PAGE\_\_\_\_\_ COMPLETE

Printed:  
10/23/2014**REQUISITION**

City of Baltimore  
100 N. Holliday Street  
Baltimore, MD 21202

Date: 10/23/2014

Required  
Date:

Requisition No.

Requisition

City of Baltimore 242 W 29TH STREET BALTIMORE, MD 21211	City of Baltimore 401 E. FAYETTE STREET, 5TH FLOOR BALTIMORE, MD 21202
---	---

Requesting Department			Requestor	Phone #		Requisition Type
POLICE						
Item	Stock-Item	Class-Item and Description	Quantity	Unit	Unit Price	Total
2.00		Option B: 1 Year Term - Monitored Locations	5.00	EA	\$1,200.00	\$6,000.00
		LN/FY/Accountcode      Dollar Amount				
		2.000 / 14 / 1001-000000-2023-212600-604009      \$5,160.00				
1.00		Option B: 1 Year Term User Licenses	2.00	EA	\$1,200.00	\$2,400.00
		LN/FY/Accountcode      Dollar Amount				
		1.000 / 14 / 1001-000000-2023-212600-604009      \$2,400.00				



## What's included in your license?

### Real-time search

- ✓ Search seven social media sources by location and view results in our map or collage views
- ✓ Unlimited data from monitored Geofeeds per this proposal, otherwise limited to the last 24 hours

### Location Monitoring

- ✓ Geofeedia will continuously monitor and record social media from user defined locations providing the ability to perform historical searches and analysis
- ✓ Unlimited number of location recordings and ability to change locations at any time

### Streaming

- ✓ View up to five concurrent live streams of social media per licensed user

### User Track

- ✓ Connect undercover Twitter and Instagram accounts and follow specific users' posts

### Archive and Export

- ✓ Unlimited monitored Geofeeds and archival in secure data warehouse
- ✓ Export Geofeed data to CSV format

### Analytics

- ✓ Filtering by timeframe, keyword and user; trend views by volume, media, keyword and user; detailed view of feed items and associated metadata; curate items in collections

### Alerts

- ✓ Create unlimited email alert notifications triggered by specific keywords, phrases or users
- ✓ Customize Alerts at any time

### User Licenses and Data Charges

- ✓ Unlimited number of user licenses (Watch Center personnel only)
- ✓ Data includes up to 100,000 items per month
- ✓ Additional data packs available for purchase

### Support and Training

- ✓ Account set-up, initial location monitoring configuration, ongoing priority support
- ✓ One kick-off training session plus one user-training session per month when requested

This proposal (the "Proposal") will serve to confirm Customer's order for the services described above ("Services") for the prices listed herein. Customer's use of the Services is subject to the terms and conditions of Geofeedia's Online Terms of Use (<http://geofeedia.com/terms-of-service>). Payment terms: On the effective date, Geofeedia will invoice Customer for all fees indicated above. The fees indicated above are effective for the Initial Term. Thereafter, Geofeedia may change any of the fees indicated above, with such changes being effective at the conclusion of the then-current term, by providing Customer with notice of such changes at least thirty (30) days prior to the end of the then-current term. The contract will automatically renew at the end of the term specified unless either party terminates in writing with 30 days notice prior to the end of the then-current term.

\* Our service is protected under U.S. patents 8,484,224, 8,595,317, 8,639,767, 8,612,533, 8,655,873 and 8,655,983

**Terms:**

- Initial Term: 12 months
- Full payment due upon signing

**Cost Breakdown:**

Option Details: Enterprise license, 1-year term

- Unlimited user licenses (Watch Center only)
- Unlimited recorded locations, up to 100,000 posts per month
- Unlimited Alerts
- Setup & training

(Waived)

**Total annual investment**

**\$18,000**

**Signed:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Billing Contact:** \_\_\_\_\_ **Billing Address:** \_\_\_\_\_

This proposal (the "Proposal") will serve to confirm Customer's order for the services described above ("Services") for the prices listed herein. Customer's use of the Services is subject to the terms and conditions of GeoFeedia's Online Terms of Use (<http://geofeedia.com/terms-of-service>). Payment terms: On the effective date, GeoFeedia will invoice Customer for all fees indicated above. The fees indicated above are effective for the Initial Term. Thereafter, GeoFeedia may change any of the fees indicated above, with such changes being effective at the conclusion of the then-current term, by providing Customer with notice of such changes at least thirty (30) days prior to the end of the then-current term. The contract will automatically renew at the end of the term specified unless either party terminates in writing with 30 days notice prior to the end of the then-current term.

\* Our service is protected under U.S. patents 8,484,224, 8,595,317, 8,639,767, 8,612,533, 8,655,873 and 8,655,983

GeoFeedia, Inc. • 101 N. Wacker Dr., Suite 2008 • Chicago, IL • 60606 • (312) 724-8900 • [sales@geofeedia.com](mailto:sales@geofeedia.com)



NIGP Code Browse | My Account | Customer Service | About
May 27, 2016 10:23:38 AM EDT

Home | Items | Documents | Vendors | Quick Buy | Find It | Seble Asmare

Open Market Requisition R646012
Status: 1RGP - Gone to PO

General | Items | Vendors | Address | Accounting | Routing | Attachments(1) | Notes(5) | Reminders | Summary

**Header Information**

<b>Requisition Number:</b>	R646012	<b>Short Description:</b>	Location aware situational solution for open source intelligence	<b>Status:</b>	1RGP - Gone to PO
<b>Organization:</b>	Baltimore City	<b>Location:</b>	PDHQA - BCPD - HQ - ANNEX	<b>Required By Date:</b>	
<b>Department:</b>	BCPD - POLICE	<b>Requisition Type:</b>	Open Market	<b>Type Code:</b>	
<b>Entered Date:</b>	10/02/2013	<b>Purchaser:</b>	Abraham Bay	<b>Fiscal Year:</b>	2014
<b>Requestor:</b>	Beverly Mason	<b>Contact Phone:</b>		<b>Alternate ID:</b>	
<b>Contact:</b>	Beverly Mason	<b>Print Format:</b>	Requisition Print		
<b>Estimated Cost:</b>	\$7,560.00				
<b>Solicitation Enabled:</b>	No				
<b>Ship-to Address:</b>	ANGELA ALSTON 242 W 29TH STREET BALTIMORE, MD 21211 US Email: angela.alston@baltimorepolice.org Phone: (410)396-2114	<b>Bill-to Address:</b>	BUREAU OF ACCOUNTING & PAYROLL SERVICES 401 E FAYETTE STREET, 5TH FLOOR BALTIMORE, MD 21202 US Email: City-Payables@BaltimoreCity.gov Phone: (410)396-3745		

**Req Header Work Order Number :**

**Notes:**

Please provide scope of work, software name & version so that this can be bid.  
Please see the memo attached.  
More info is needed for the exact functionality and features of the software so that other vendors that provide SaaS can bid.  
Attach the functionality document so this can be bid.  
Bids due 9/22/14

**Vendors:**

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Recommended
<a href="#">00000002</a>		IT-CNP, Inc.	Email	No
<a href="#">00000013</a>		Gateway solutions inc	Email	No
<a href="#">00000084</a>		Applied Technology Services, Inc.	Email	No
<a href="#">00000087</a>		Kipp VisualSystems, Inc.	Email	No
<a href="#">00000121</a>		SHINGLE AND GIBB CO	Email	No
<a href="#">00000152</a>		OM Office Supply Inc.	Email	No
<a href="#">00000238</a>		Markertek Video Supply	Email	No
<a href="#">00000284</a>		Lezar Consultants	Email	No
<a href="#">00000293</a>		A-Prompt Corporation	Email	No
<a href="#">00000308</a>		Digital Intelligence Systems Corp. (DISYS)	Email	No
<a href="#">00000355</a>		Kunz, Inc.	Email	No
<a href="#">00000402</a>		InterTech Security	Email	No
<a href="#">00000450</a>		PipeLogix Inc.	Email	No
<a href="#">00000455</a>		VSA, Inc.	Email	No
<a href="#">00000489</a>		Johnson, Mirmiran & Thompson, Inc.	Email	No
<a href="#">00000511</a>		Howard Technology Solutions	Email	No
<a href="#">00000705</a>		video marketing systems	Email	No
<a href="#">00000777</a>		DEVNIX INC	Email	No
<a href="#">00000812</a>		Penta Networking Group	Email	No
<a href="#">00000854</a>		AFP Industries, Inc.	Email	No
<a href="#">00001035</a>		RICOH AMERICAS CORPORATION	Email	No
<a href="#">00001268</a>		Oracle SPL WorldGroup	Email	No
<a href="#">00001580</a>		SWMG Productions, Inc. (dba) nFocus Software	Email	No
<a href="#">00001657</a>		CCS Presentation Systems	Email	No
<a href="#">00001823</a>		Business Solutions Group, Incorporated	Email	No
<a href="#">00002071</a>		Total Audio Visual Systems	Email	No
<a href="#">00002328</a>		SUE-ANN'S OFFICE SUPPLY, INC	Email	No

<u>00002484</u>	CAS Severn, Inc.	Email	No
<u>00002628</u>	Proverbs 31 Investments, LLC	Email	No
<u>00002787</u>	LpMedia	Email	No
<u>00002942</u>	RedHawk IT Solutions, LLC	Email	No
<u>00003018</u>	HOLMES&HOLMES ASSOCIATES	Email	No
<u>00003130</u>	SolarWinds Net, Inc.	Fax	No
<u>00003233</u>	Advanced Video Systems, Inc.	Email	No
<u>00003275</u>	Cubix Designs	Email	No
<u>00003563</u>	NavISite, Inc.	Email	No
<u>00003653</u>	Nationwide IT Services	Email	No
<u>00003826</u>	RAJ & Associates, LLC	Email	No
<u>00003835</u>	Dell Marketing, L.P.	Email	No
<u>00004066</u>	Primary Computing, Inc.	Email	No
<u>00004353</u>	CSI International Inc.	Email	No
<u>00004355</u>	Nelson White Systems, Inc.	Email	No
<u>00004606</u>	Daystar Computer Systems, Inc.	Email	No
<u>00004686</u>	ePlus Technology, Inc.	Email	No
<u>00004709</u>	system support group inc	Email	No
<u>00004828</u>	Ford Audio-Video	Email	No
<u>00005560</u>	CONTRACT VIDEO SPECIALISTS	Email	No
<u>00005637</u>	AMERICAS COMPUTER COMPANY	Email	No
<u>00005818</u>	M & M COMPUTERS INC	Email	No
<u>00006332</u>	22nd Century Technologies, Inc.	Email	No
<u>00006664</u>	The Lyons Group	Email	No
<u>00007510</u>	OmegaCor Technologies	Email	No
<u>00007559</u>	Mythics, Inc.	Email	No
<u>00009050</u>	CompUSA	Email	No
<u>00008130</u>	American Amplifier	Email	No
<u>00008281</u>	Universal Software Inc.	Email	No
<u>00008362</u>	Business & Legal Reports	Email	No
<u>00008941</u>	Honeybee Industries Inc	Email	No
<u>00009243</u>	Sogell USA	Email	No
<u>00009296</u>	StrategyLincs	Email	No
<u>00009521</u>	Gardner Publications, Inc.	Email	No
<u>00009839</u>	Tri-State Video Services, Inc.	Email	No
<u>00009841</u>	IP Capital LLC dba B2Bdirectsupplies.com	Email	No
<u>00009890</u>	SoftSol Technologies	Email	No
<u>00009973</u>	MegaPath Inc	Email	No
<u>00010193</u>	ELEVI Associates, LLC	Email	No
<u>00010222</u>	A P Ventures, LLC	Email	No
<u>00010224</u>	Advance Innovations	Email	No
<u>00010308</u>	eprn solutions	Email	No
<u>00010483</u>	T2 Systems, Inc.	Email	No
<u>00010502</u>	ARADEM INC	Email	No
<u>00010844</u>	XpressLogIQ Corp	Email	No
<u>00010932</u>	Odyssey Software Solutions, Inc.	Email	No
<u>00011066</u>	Electronic Knowledge Interchange	Email	No
<u>00011371</u>	Integrated Systems Management Inc.	Email	No
<u>00011389</u>	RJK Asset Protection Corporation	Email	No
<u>00011626</u>	Digital Age Solution, LLC	Email	No
<u>00011684</u>	xdr8 Technologies, LLC	Email	No
<u>00011782</u>	CompUSA B2B	Email	No
<u>00011867</u>	Zip Express Installation	Email	No
<u>00011905</u>	C2 Computer information Systems, Inc.	Email	No

<u>00011930</u>	American WORDATA	Email	No
<u>00012003</u>	Alrad Harrison	Email	No
<u>00012120</u>	MNJ Technologies Direct, Inc.	Email	No
<u>00012136</u>	Hill Country Computer	Email	No
<u>00012261</u>	Y&S Technologies	Email	No
<u>00012336</u>	Three21 LLC	Email	No
<u>00012436</u>	NextGen Consulting Inc.	Email	No
<u>00012451</u>	SupreTech, Inc	Email	No
<u>00012758</u>	Savvy Solutions, LLC	Email	No
<u>00013122</u>	Southern Computer Warehouse	Email	No
<u>00013128</u>	CI Technologies, Inc.	Email	No
<u>00013818</u>	Global Information Systems, Inc	Email	No
<u>00014099</u>	Sicomnet	Email	No
<u>00014524</u>	MECTONICS INC	Email	No
<u>00014636</u>	avUSAonline.com	Email	No
<u>00014785</u>	Derive Technologies	Email	No
<u>00015296</u>	Spectrum Technology LLC	Email	No
<u>00015798</u>	Better Direct	Email	No
<u>00015866</u>	GENESIS SYSTEMS, INC	Email	No
<u>00016007</u>	Certified CIO	Email	No
<u>00016016</u>	McClair Computer Solutions, Inc.	Email	No
<u>00016036</u>	Frontline Security Solutions, LLC	Email	No
<u>00016136</u>	il2modular	Email	No
<u>00016139</u>	HOLMES&HOLMES ASSOCIATES	Email	No
<u>00016201</u>	Captisol	Email	No
<u>00016616</u>	Voice-N-Data Solutions	Email	No
<u>00016683</u>	Bluenog Corporation	Email	No
<u>00016786</u>	Carahsoft Technology Corp	Email	No
<u>00016949</u>	YHD SoftWare	Email	No
<u>00017004</u>	Stewart Staffing Support Services, Inc.	Email	No
<u>00017073</u>	Strativa Software	Email	No
<u>00017079</u>	Technology-ETC	Email	No
<u>00017086</u>	CGC Technologies	Email	No
<u>00017113</u>	Evergreen ITS	Email	No
<u>00017176</u>	Skyline Connections, Inc.	Email	No
<u>00017276</u>	Prepared Mind, LLC	Email	No
<u>00017277</u>	LCPtracker, Inc	Email	No
<u>00017436</u>	AppealCulture, Inc.	Email	No
<u>00017631</u>	Varinsic, Inc.	Email	No
<u>00017771</u>	communications Engineering, Inc.	Email	No
<u>00017797</u>	AAVISE Design, LLC	Email	No
<u>00018166</u>	Professional Technical Service	Email	No
<u>00018167</u>	d&s home theater	Email	No
<u>00018241</u>	Sal, Johnson & Associates	Email	No
<u>00018463</u>	EV TechNet, LLC	Email	No
<u>00018485</u>	ECS, Inc.	Email	No
<u>00019677</u>	Superior Technology Solutions Corporation	Email	No
<u>00019803</u>	Imaging Products International	Email	No
<u>00020273</u>	Blackboard Inc.	Fax	No
<u>00020859</u>	Deque Systems	Email	No
<u>00020896</u>	UNI/CARE Systems, Inc.	Email	No
<u>00020926</u>	Software Development and Services Corporation	Email	No
<u>00021040</u>	Column Technologies, Inc.	Email	No



<u>00021474</u>	Integrated Parking Solutions, LLC	Email	No
<u>00022209</u>	Red Software Solutions	Email	No
<u>00022364</u>	ELECTRONIC TECHNOLOGY ASSOCIATES	Email	No
<u>00022874</u>	FLORIDA MICRO INC.	Email	No
<u>00022864</u>	El Lago Technologies	Email	No
<u>00023120</u>	Crystal Castle Enterprises, Inc.	Email	No
<u>00023393</u>	Fusion Technology Solutions, LLC	Email	No
<u>00023601</u>	DanSources Technical Services, Inc.	Email	No
<u>00026114</u>	bhayana brothers llc	Email	No
<u>00026768</u>	Beach Trading Co. Inc.	Email	No
<u>00026006</u>	eRepublic	Email	No
<u>00026337</u>	Baabs LLC	Email	No
<u>00026339</u>	Adorama Education and Public Sector	Email	No
<u>00026400</u>	MVS Inc	Email	No
<u>00026642</u>	DP Consultant Inc	Email	No
<u>00026784</u>	Safari Micro, Inc	Email	No
<u>00027162</u>	Digital Plaza, LLC	Email	No
<u>00027296</u>	Premier Logic	Email	No
<u>00027607</u>	T&A Distributors, LLC	Email	No
<u>00027848</u>	CampusEAI Consortium	Email	No
<u>00027969</u>	Zane Networks LLC	Email	No
<u>00027983</u>	IT Konzepte, LLC	Email	No
<u>00028103</u>	ABSS Solutions, Inc.	For City Use Only	No
<u>00028817</u>	BizTech Fusion, LLC	Email	No
<u>00029137</u>	Detek	Email	No
<u>00029176</u>	Bowman Systems	Email	No
<u>00029660</u>	ALL3 COMMUNICATIONS	Email	No
<u>00030252</u>	Washington Professional Systems	Email	No
<u>00030284</u>	TVM Productions & Consulting, LLC	Email	No
<u>00030827</u>	R Systems Inc.	Email	No
<u>00030963</u>	Techne Partners LLC	Email	No
<u>00031046</u>	Dinkum Prospect LLC	Email	No
<u>00031701</u>	SysUSA	Email	No
<u>00031793</u>	VRS CONSULTING LLC	Email	No
<u>00032106</u>	The Wright Technical Consulting Group, LLC	Email	No
<u>00032633</u>	AlphaSix Corporation	Email	No
<u>00032669</u>	Envision Audio Video Group, LLC	Email	No
<u>00032676</u>	cognizant technology solutions u.s corporation	Email	No
<u>00032611</u>	Pro Sound & Video	Email	No
<u>00033296</u>	Sage Group Consulting, Inc.	Email	No
<u>00033324</u>	CJIS GROUP	Email	No
<u>00033660</u>	Gnet LLC	Email	No
<u>00034176</u>	The Lerro Corporation	Email	No
<u>00034437</u>	Viridian Development Corporation	Email	No
<u>00034480</u>	Geofeedia, Inc.	Email	No
<u>00036627</u>	Ampous Inc	Email	No
<u>00036953</u>	Custom Runs LLC	Email	No
<u>00036983</u>	Denovo Ventures, LLC	Email	No
<u>00038069</u>	Amile Media LLC	Email	No
<u>00038481</u>	Accuvant, Inc.	Email	No
<u>00038637</u>	NowForce Inc.	Email	No
<u>00036804</u>	Emerson Process Management Power & Water Solutions, Inc.	Email	No
<u>00037655</u>	CW Technologies LLC	Email	No

<u>00038240</u>	Applied Information Sciences	Email	No
<u>00038267</u>	5 Star Consulting Group, LLC	Email	No
<u>00038316</u>	DMD Data Systems	Email	No
<u>00038964</u>	Rebnetik Enterprises LLC	Email	No
<u>00039467</u>	Bridges System Integration	Email	No
<u>00039694</u>	Firmus IT Solutions, LLC	Email	No
<u>00039829</u>	ITA Solutions, Inc.	Email	No

## Attachments:

R646012-Geofeedia

## Item information

<b>Item # 1:</b> Option B: 1 Year Term User Licenses						<b>1RGP - Gone to PO</b>				
NIGP Code: <u>209-83</u> Software, Mini/Mainframe Computer (Not Otherwise Classified)										
PO # / PO Item #: <u>P529173 / 1</u>										
Qty	Unit Cost	Net Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost	
2.0	\$1,200.00	\$1,200.00	EA - Each	0.00%	\$0.00		\$0.00	\$0.00	\$2,400.00	
Manufacturer:			Brand:			Model:				
Make:			Packaging:							
Req Item Work Order Number:										
Account Code							Amount			
1001-000000-2023-212600-604009							\$2,400.00			
						Recommended Vendor: 00034480 - Geofeedia, Inc. Michael Mulroy 820 Davis Street Suite 408 Evanston, IL 60201 US Email: <a href="mailto:mike@geofeedia.com">mike@geofeedia.com</a> Phone: (312)257-2925 FAX: (312)508-5535				

<b>Item # 2:</b> Option B: 1 Year Term - Monitored Locations						<b>1RGP - Gone to PO</b>				
NIGP Code: <u>840-76</u> Video Projectors, Accessories and Parts										
PO # / PO Item #: <u>P529173 / 2</u>										
Qty	Unit Cost	Net Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost	
5.0	\$1,200.00	\$1,200.00	EA - Each	0.00%	\$840.00		\$0.00	\$0.00	\$5,160.00	
Manufacturer:			Brand:			Model:				
Make:			Packaging:							
Req Item Work Order Number:										
Account Code							Amount			
1001-000000-2023-212600-604009							\$5,160.00			
						Recommended Vendor: 00034480 - Geofeedia, Inc. Michael Mulroy 820 Davis Street Suite 408 Evanston, IL 60201 US Email: <a href="mailto:mike@geofeedia.com">mike@geofeedia.com</a> Phone: (312)257-2925 FAX: (312)508-5535				

## Approval Path:

Delete	Approver	Order Sequence	Approval Path ID	Level	Approver Type	Date Requested	Date Approved/Disapproved/Canceled	Approved/Disapproved/Canceled by	Comment View
		1	D-BCPD-IT	5	Primary		07/23/2014 01:34:04 PM	Andrew Nebus	

	Andrew Nebus					07/17/2014 01:42:27 PM			Per attached requirements for bid.
	Angela Alston	2	D-BCPD1	10	Primary	07/17/2014 01:42:27 PM	07/23/2014 02:31:39 PM	Angela Alston	
	Caroline Sturgis	3	D-BCPD1	20	Primary	07/17/2014 01:42:27 PM	07/24/2014 08:40:54 AM	Delphine Smith	
	Jerome Mullen	4	MOIT-APPRV	10	Primary	07/17/2014 01:42:27 PM	07/25/2014 08:32:35 AM	Jerome Mullen	
	Kirsten Silveira	5	BUDSAFEST5	10	Primary	07/17/2014 01:42:27 PM	07/25/2014 04:18:31 PM	Kirsten Silveira	

Clone Requisition
Print

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## Vendor Profile - Geofeedia, Inc.

[Organization Information](#) [Users](#) [Address](#) [Commodity Codes and Services](#) [Regions](#) [Terms & Categories](#) [Attachments](#) [Vendor Performance](#)

## Commodity Codes and Services Information

Active	Code	Description	Date Added
<input checked="" type="checkbox"/>	208-11	Application Software, Microcomputer	10/07/2013
<input checked="" type="checkbox"/>	208-20	Business Software, Misc. Agenda, Labels, Mail List, Planning, Scheduling, etc.	10/07/2013
<input checked="" type="checkbox"/>	208-53	Integrated Software	10/07/2013
<input checked="" type="checkbox"/>	208-54	Internet and Web Site Software for Microcomputers	10/07/2013

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**BPD Requirements Document for  
Location-aware situational awareness solution for open source intelligence**

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The Baltimore Police Department, Analytical Intelligence Section pursuing applications to provide situational awareness and intelligence with integrated crisis mapping to improve disaster response, community policing, criminal investigation, counter-terrorism and security operations. In order to perform these objectives the Agency is requesting a software solution with the following requirements:

- The software must be a cloud based solution that requires no hardware other than a computer or mobile device to access the solution.
- The solution must process and map existing geo-tagged data from multiple real-time open source intelligence sources based on geo-data not only on keywords.
- All Historical data captured within the software must be archived and searchable for a minimum of 28 days. Data that is relevant to an investigation must have the ability to be indefinitely archived either within the system or exported.
- Any data relevant to an investigation must comply with legal chain of custody standards for the State of Maryland.
- The solution must have the ability to monitor multiple geographic locations for geo-tagged data.
- Allow end-users to create and save these geographic boundaries and share them within the solution. This cannot require advanced configuration changes.
- Allow end-users to save searches and search results and share them to view without requiring additional licenses to view results.
- The solution should have a platform end-user system interface for use on any device, preferably web based, with individual log-ins. The solution must be able to run on a windows PC environment as well as on Android and Apple mobile devices.
- Have an Application Programming Interface (API) supporting re-use of data via standard web feed formats (RSS, ATOM, GeoRSS). The license should also permit this use.
- The solution must integrate with ESRI's ArcGis mapping software.
- View multi-media inline, without requiring an end-user to launch additional applications.



## Vendor Profile - Geofeedia, Inc.

[Organization Information](#) | [Users](#) | [Address](#) | [Commodity Codes and Services](#) | [Regions](#) | [Terms & Categories](#) | [Attachments](#) | [Vendor Performance](#)

## General Organization Information

<b>Vendor ID:</b>	00034480	<b>Alternate ID:</b>		<b>Company Name:</b>	Geofeedia, Inc.
<b>Vendor Legal Name:</b>	Geofeedia, Inc.	<b>Status:</b>	Active	<b>Status Change Reason:</b>	
<b>Tax ID Type:</b>	EIN	<b>Incorporation Details - State:</b>	IL	<b>Year of Incorporation:</b>	1
<b>Tax ID#:</b>	*****8621	<b>Business Description:</b>	Social media monitoring services	<b>Preferred Delivery Method:</b>	Email
<b>Vendor Email:</b>	mike@geofeedia.com	<b>Vendor Fax:</b>	3125085535	<b>1099 Vendor:</b>	No
<b>Comment:</b>	Change in Preferred Delivery Method to email				
<b>Emergency Supplier:</b>	No				
<b>Emergency Phone:</b>	3122572925				
<b>Emergency Contact Name:</b>	Michael J Mulroy				
<b>Emergency Email:</b>	mike@geofeedia.com				
<b>Emergency Info Comment:</b>					
<b>Referenced Vendor:</b>	No				
<b>User Last Updated:</b>	CPARNAU	<b>Date Last Updated:</b>	02/18/2016 04:45:11 PM		

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## Vendor Profile - Geofeedia, Inc.

[Organization Information](#) [Users](#) [Address](#) [Commodity Codes and Services](#) [Regions](#) [Terms & Categories](#) [Attachments](#) [Vendor Performance](#)

## Commodity Codes and Services Information

Active	Code	Description	Date Added
<input checked="" type="checkbox"/>	208-11	Application Software, Microcomputer	10/07/2013
<input checked="" type="checkbox"/>	208-20	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc.	10/07/2013
<input checked="" type="checkbox"/>	208-53	Integrated Software	10/07/2013
<input checked="" type="checkbox"/>	208-54	Internet and Web Site Software for Microcomputers	10/07/2013

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## GEOFEEDIA SERVICE AGREEMENT

This Geofeedia Service Agreement (this "Agreement") governs use of the Services (as defined below) provided by Geofeedia, Inc., a Delaware corporation ("us," "we" or "our," as context requires) by the customer ("you" or "your," as context requires) identified on an Order Form (as defined below) that references this Agreement.

By executing an Order Form, you agree to the terms of this Agreement. Any individual entering into this Agreement on behalf of a company, governmental agency or other legal entity represents that he or she has the authority to bind such entity to these terms and conditions; the terms "you" and "your" refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement or use the Services.

This Agreement, including any Order Forms entered into by the Parties hereunder, is made effective on the date that the initial Order Form is executed by you and us (the "**Effective Date**"). You and us may each be referred to herein as a "party" and collectively as "we" or the "parties." The parties agree to the foregoing and as follows:

### 1. Definitions.

**1.1 "Authorized User(s)"** means those users identified by name and type of user access on the Order Form who have received a User ID in order to access the SAAS Service online.

**1.2 "Authorized Purpose(s)"** means use of the SAAS Service to search for, organize, review and use the Social Media Content for your benefit, and for any other purposes expressly identified on the Order Form.

**1.3 "Customer Data"** means all information, records, files, and data entered into, received, processed, or stored by or for you and your Authorized Users using the SAAS Service, including, without limitation, Registration Information (as defined below).

**1.4 "Order Form"** means an order form we issued that is executed by the parties and that sets forth the specific information relating to the products and services you have the right to receive, the fees payable to us and the initial term, and which may include, without limitation, (i) identification of any Services other than the SAAS Service, (ii) any additional Authorized Purposes for which you may access the Services, (iii) any terms on which User IDs may be shared, and (iv) any provisions applicable to renewal terms.

**1.5 "SAAS Service"** means access and use of our Geofeedia software platform via the Internet, including but not limited to services capable of searching, retrieving, and storing Social Media Content by Authorized Users.

**1.6 "Services"** means the SAAS Service, Support Services, training and associated services we provide to you under this Agreement. For the avoidance of doubt, the SAAS Service does not include the Social Media Content.

**1.7 "Social Media Content"** means information obtained from the Internet by the SAAS Service based on or related to searches, including but not limited to links, posts and excerpts, and data derived thereof, such as reports, summaries, graphs and charts.

**1.8 "Support Services"** has the meaning set forth in Section 4.

**1.9 "Update"** means any improvement, enhancement, modification and/or changes to the SAAS Service we offer or provide.

**1.10 "User ID"** means a unique user identification assigned to an Authorized User; provided however that if your Order Form provides express conditions upon which User IDs may be shared, User IDs may be shared subject to those conditions.

### 2. SAAS Service

**2.1 Access.** We grant your Authorized Users a nonexclusive, personal and nontransferable right to access the SAAS Service during the term of this Agreement solely for the Authorized Purposes. Your use of the SAAS Service is limited to the terms of this Agreement and the parameters defined in the Order Form, including its limits regarding the number of Authorized Users. As a condition to access, you and your Authorized Users agree to comply with (i) the



terms and conditions set forth in this Agreement; (ii) applicable laws and regulations; and (iii) the terms of service of the platforms from which the Social Media Content originates.

**2.2 Restrictions.** You will not, in whole or in part, (a) copy the SAAS Service or distribute copies of the SAAS Service to any third party; (b) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the SAAS Service except as otherwise permitted by law; (c) rent, loan, sub-license, lease, distribute or attempt to grant any rights to the SAAS Service to third parties; or (d) use the SAAS Service to act as an application service provider or reseller of the SAAS Service to third parties, or to permit access to the SAAS Service by any kind to any third party. Use of the SAAS Service is also subject to our privacy policy, available through our website, <https://geofeedia.com/privacy-policy>.

**2.3 Right to Suspend or Terminate the SAAS Services; No Content License.** In general, the Service is designed to store links to locations where Social Media Content is hosted on third-party websites that we do not own or control. We do not guarantee that any specific Social Media Content will remain available or accessible. We reserve the right to immediately suspend or terminate the affected SAAS Service and/or to remove the Social Media Content from the SAAS Service, if required by the third-party platform from which the Social Media Content was received or if we reasonably believe that the SAAS Service or the Social Media Content is or is about to become non-compliant with any applicable law, regulation or policy, or is likely to become the subject of a lawsuit or material dispute. However, our action or inaction shall not be deemed review or approval of such use of such Social Media Content. You acknowledge that, depending upon your intended use, including copying and reproduction, of the Social Media Content, you may be required to obtain licenses or permissions from the author or owner of the Social Media Content, abide by copyright law or other applicable law and abide by terms of service for the sources from which the Social Media Content was obtained. We do not license the Social Media Content and are not responsible for your use of the Social Media Content. **Your use of Social Media Content is at your sole risk.**

### **3. Authorized Users.**

**3.1 Authorized Users.** The number of Authorized Users granted access hereunder is set forth in the Order Form.

**3.2 Additional Users; Reassignment of Authorized Users.** Unless otherwise specified in the applicable Order Form: (i) SAAS Services may be accessed by no one other than the Authorized Users; (ii) additional subscriptions may be purchased for additional Authorized Users for prorated fees during the term of this Agreement; and (iii) such additional Authorized User accounts shall terminate on the same date as the pre-existing Authorized User accounts terminate. Authorized User account subscriptions are for designated Authorized Users only. Except as expressly provided in an Order Form, User IDs cannot be shared. However, User IDs may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the SAAS Services. You shall designate at least one (1) Authorized User to act as an administrator who will be responsible for requesting set-up and removal of Authorized User accounts and for other administrative tasks related to your use of the Services. If applicable law requires the consent of the Authorized User before a third-party receives particular information about him or her (personal information), you shall obtain the Authorized User's consent before providing such information to us.

### **4. Support Services and Training.**

**4.1 Support Services.** We will provide reasonable support efforts that do not require code changes ("Support Services") at no additional charge. We may provide upgraded support to you at mutually agreed upon rates, if available, through an Order Form referencing this Agreement.

**4.2 Service Limitations; Maintenance.** The Service may be temporarily unavailable, without notice, from time to time, including due to required maintenance, improvements, telecommunications interruptions, or other disruptions affecting the applicable third party provider of Social Media Content and the Internet generally. In addition,



we reserve the right to take down applicable servers hosting the SAAS Service upon reasonable notice to conduct routine regularly scheduled maintenance checks ("Scheduled Maintenance"); provided that, the number of Scheduled Maintenance checks each month during the term of this Agreement will not be excessive in relation to our historical Scheduled Maintenance practices and patterns. We will use commercially reasonable efforts to perform Scheduled Maintenance outside of regular business hours. We will not be responsible for any damages or costs you incur in connection with Scheduled Maintenance performed in accordance with this Agreement.

**5. Additional Services.** The parties may add additional training services and/or consulting, interface development or other services by mutual agreement by adding an additional Order Form referencing this Agreement.

**6. Fees and Payment.**

**6.1 Fees.** Fees for the initial term of this Agreement are set forth in the Order Form. We reserve the right to modify our Fees for any renewal term upon forty-five (45) days' notice to you.

**6.2 Payment Terms.** You shall pay the Fees as specified in the Order Form. We will invoice you in advance and otherwise in accordance with the relevant Order Form. Invoiced charges are due net 45 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information. If you provide automatic payment information, you authorize us to store the information and use it to charge the associated billing source according to the Order Form without further authorization until termination of the Order Form or this Agreement. If automatic payment is terminated and not replaced within three business days of notice, we have the right to suspend access to the Service by you and your Authorized Users until payment is current.

**6.3 Taxes.** Each party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts. We shall be responsible for any sales, use, excise or similar taxes payable by us on any goods or services used or consumed by Services Provider in providing the Services hereunder. You shall be responsible for any sales, use, excise or similar taxes that are imposed on any charges made by us to you under the terms of this Agreement.

**7. Responsibilities of the Parties.**

**7.1 Registration Information.** You will promptly provide to us the name and contact information of each Authorized User to register each Authorized User (collectively, the "Registration Information") to use the SAAS Service. We acknowledge that such Registration Information (and all Customer Data) is your (and/or your affiliates' and/or Authorized Users') confidential and proprietary information; we shall maintain and protect such information with the same care and measures to avoid unauthorized disclosure or access as we use with our own confidential information (but in no event less than a reasonable standard of care) and will use such information solely to carry out the purposes for which the information was disclosed.

**7.2 User IDs.** Except as expressly provided in an Order Form; each Authorized User must have a unique User ID for his or her access to the SAAS Service; you must exert commercially reasonable efforts to ensure that your Authorized Users will use only their respective assigned User IDs and not another's User ID. You must adopt and maintain such security precautions for User IDs to prevent their disclosure to and use by unauthorized persons and must promptly notify us if you become aware that the security or integrity of a User ID or password has been compromised.

**7.3 Access and Compliance.** You agree that (a) you are responsible for all obligations under this Agreement arising in connection with your use, including all users using User IDs assigned to you, of the Services; (b) you are responsible for any act or omission by any of such users of the Services, which, if performed or omitted by you, would be a breach of this Agreement and any such act or omission will be deemed to be a breach of this Agreement by you; (c) you will use commercially reasonable efforts to prevent unauthorized access to or use of the Services; (d) you and your Authorized Users will only access and use Services in accordance with this Agreement, applicable laws and the terms of service of the platforms from which the Social Media Content originates; and (e) you and your Authorized Users shall not use the Services in a law enforcement capacity to conduct surveillance or obtain information that would require a subpoena, court order, or other valid legal process.



**7.4 Computer System.** You will: (a) cooperate and consult with us in the set-up and activation of the SAAS Service for you, and (b) provide and maintain your own Internet access and all necessary communications equipment, software and other materials necessary for Authorized Users to access and use the SAAS Service. You are responsible for the security of your own computer systems and the security of your access to and connection with the SAAS Service.

**7.5 No Interference with Service Operations.** You will not knowingly take any action that: (a) interferes or attempts to interfere with the proper working of the SAAS Service or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the SAAS Service; (b) circumvents, disables, or interferes or attempts to circumvent, disable, or interfere with security-related features of the SAAS Service or features that prevent or restrict use, access to, or copying of any data or enforce limitations on use of the SAAS Service; or (c) imposes or may impose, in our reasonable discretion, an unreasonable or disproportionately large load on the SAAS Service infrastructure.

## **8. Term and Termination.**

**8.1 Term of Agreement.** This Agreement commences on the Effective Date and continues until terminated in accordance with this Agreement or as provided in the Order Form. Unless otherwise specified in an Order Form, the term of the Order Form shall automatically renew for subsequent one year terms unless either party provides notice to the other party at least forty-five days prior to the beginning of the upcoming renewal term.

**8.2 Termination for Cause.** A party may terminate this Agreement (i) for cause upon 15 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Without limiting any remedies otherwise available to you under law or in equity, if you terminate this Agreement as a result of any event described in this Section 8.2, (a) we shall refund to you a pro-rata amount of any fees pre-paid by you for which you did not receive use of the SAAS Service in accordance with this Agreement and (b) you will have no further payment obligation to us.

**8.3 Effect of Termination.** We will destroy any Customer Data still residing on our systems within thirty days after the termination of this Agreement. The definitions herein and the terms of Sections 8-12 (inclusive) shall survive the expiration or termination of this Agreement.

## **9. Proprietary Rights; Publicity.**

**9.1 Proprietary Rights.** We are and will remain the exclusive owner of all right, title and interest in and to the SAAS Service and Updates, including all intellectual property rights therein. As between the parties, you are and will remain the exclusive owner of all right, title and interest in and to Customer Data, including all intellectual property rights therein.

**9.2 Publicity.** Except as expressly provided herein with respect to Customer Data, we shall have no right to use your intellectual property, including, but not limited to, your name, trademarks, logos (or the names, trademarks or logos of your affiliates), in whole or in part, for any purpose. Neither party shall publicize or make any press release or public disclosure relating to this Agreement, the other party or the relationship between the parties, except with the prior written consent of the other party.

**9.3 Feedback.** To the extent that we receive from you or any of your Authorized Users any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the SAAS Service or any other products or services ("Feedback"), we may use, disclose and exploit such Feedback without restriction, including to improve the Services and to develop, market, offer, sell and provide other products and services.



## **10. Representations; Limitations of Liability.**

**10.1 Covenants, Representations and Warranties.** Each party agrees to comply with (a) all applicable laws and regulations and (b) terms of service for the sources of the Social Media Content in connection with performing its obligations under and exercising its rights under this Agreement. We represent and warrant that: (1) the SAAS Service complies with all relevant API terms and conditions and policies of each applicable third party provider of Social Media Content (such as Twitter, YouTube, Flickr, Picasa and Instagram) accessible through the SAAS Service, and the SAAS Service (excluding your use of the Social Media Content) complies with all applicable laws, rules and regulations; (2) we have all rights and licenses necessary in order make the SAAS Service available to you under this Agreement and for us to grant the rights and licenses we grant to you under this Agreement, and your use of the SAAS Service (excluding your use of the Social Media Content) shall not infringe upon (whether direct or contributory), misappropriate, or otherwise violate the intellectual property or other rights of any third party or otherwise subject you or any of your affiliates to any royalty or other fees, obligations, or attribution of any type by you to any third party; and (3) there are no actions, suits, proceedings, or other impediments, actual or threatened against us that would undermine, prevent or impair us from fulfilling its obligations or granting the rights to you as provided under this Agreement.

**10.2 Disclaimer.** Except as expressly provided herein, we make no warranties related to the Services provided hereunder, and hereby disclaim all warranties, express or implied, including without limitation, warranties of merchantability and fitness for a particular purpose. You assume complete responsibility for the selection of the Services to achieve your intended results and for your use of the results obtained from the Services. We do not warrant that the Services will meet your requirements or that they will be uninterrupted or error free. We are not responsible for your inability to access the SAAS Service or for any degradation of the SAAS Service caused by or resulting from any resources or factors outside of our control.

**10.3 Limitations of Liability.** In no event will we (including our affiliates, employees, officers, directors and agents) be liable for any consequential, indirect, special, incidental, exemplary or punitive damages under this Agreement or in connection with any Services provided hereunder, including without limitation, damages for loss of business profits, or other pecuniary loss arising out of the use or inability to use the Services, even if advised of the possibility of such damages and even if available remedies are found to have failed of their essential purpose. Our total liability, if any, (including our affiliates, employees, officers, directors and agents) in the aggregate over the term of this Agreement for all claims, causes of action or liability whether in contract, tort or otherwise arising under or in any way related to this Agreement and/or the Services provided hereunder, shall be limited to the lesser of: (a) your direct damages, actually incurred, or (b) the total fees you paid us under this Agreement in the most recent six (6) month period. Notwithstanding the foregoing, our sole obligation in the event of an error in the performance of any Services under this Agreement shall be limited to re-performing the Services.

## **11. Indemnification.**

**11.1 Indemnification by Us.** We agree to defend, indemnify and hold harmless you, your members, affiliates, partners and successors, and your and their officers, directors, partners, shareholders, representatives, agents, licensees and employees from and against all third party claims, actions, liabilities, losses, expenses, damages and costs, including but not limited to attorney's fees, whether fixed or contingent, actual or threatened, in law or in equity (collectively, the "Claims", or individually, a "Claim"), that may, at any time, arise out of or relate to any breach or alleged breach by us of any of our representations, warranties and/or covenants set forth in Section 10.1 above.

**11.2 Indemnification by You.** You agree to defend, indemnify and hold harmless us, our members, affiliates, partners and successors, and our and their officers, directors, partners, shareholders, representatives, agents, licensees and employees from and against all Claims that may, at any time, arise out of or relate to any breach or alleged breach by you of applicable law and of your use of the Social Media Content.

**11.3 Indemnification Procedures.** Any party seeking to be indemnified under this Section 11 shall as promptly as reasonably practicable notify the indemnifying party in writing of any Claim subject to the indemnities set



forth in this Section 11; provided, however, that failure to so notify the indemnifying party after receiving actual notice of a Claim shall not relieve the indemnifying party from its indemnification obligations under this Agreement unless if, and only to the extent that, such failure to notify the indemnifying party has a material adverse impact on the indemnifying party. After receiving such notice, the indemnifying party shall assume and have exclusive control over the defense of such Claim, including, without limitation, the selection and retention of counsel and the disposition of any such Claim (by compromise, settlement or otherwise); provided, however, that the selection and retention of counsel, and any settlement or compromise of any Claim which may materially impact the indemnified party, shall be subject to the indemnified party's prior written approval, which shall not be unreasonably withheld. It is pre-agreed that any Claim alleging copyright, patent, trademark or other intellectual property infringement or misappropriation of the Services, or any part thereof, shall be considered to materially impact you for purposes of the foregoing. The indemnified party shall cooperate in all reasonable respects with the indemnifying party in the defense and disposition of such Claim, at the indemnifying party's expense.

## **12. General.**

**12.1 Assignment, Successors.** No right or license under this Agreement may be assigned or transferred by either party, nor may any duty be delegated by either party without the other party's prior written consent, except that you may assign, transfer or delegate this Agreement to any affiliate of yours and that either party may transfer or assign this agreement to any successor entity or to an acquirer of all or substantially all of the business, stock or assets of such party relevant to this Agreement. Any assignment, transfer or delegation in contradiction of this provision will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and assigns of the parties.

**12.2 Force Majeure.** Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of, and without fault or negligence by, such party or its officers, directors, employees, agents or contractors.

**12.3 Governing Law.** The validity, construction, and interpretation of this Agreement and the rights and duties of the parties hereto shall be governed by the laws of the State of Delaware, excluding its principles of conflicts of laws.

**12.4 Notice.** All notices required or permitted under this Agreement will be in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or by hand delivery. Our notice address is 444 North Wells Street, Suite 502, Chicago, IL 60029, Attention: Michael J. Mulroy. Your notice and billing address is set forth in the Order Form. Any notice sent in the manner sent forth above shall be deemed sufficiently given for all purposes hereunder (i) in the case of certified mail, on the second business day after deposited in the U.S. mail and (ii) in the case of overnight courier or hand delivery, upon delivery. Either party may change its notice address by giving written notice to the other party by the means specified in this Section.

**12.5 Independent Contractor.** We are acting as an independent contractor for you in our capacity under this Agreement. Nothing contained in this Agreement or in the relationship between the parties shall be deemed to constitute a partnership, joint venture, agency, employment or any relationship other than that of our serving as an independent contractor to you.

**12.6 Entire Agreement.** This Agreement, together with the Order Form and all exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter, including, without limitation, any user agreement or other arrangement for any trial of the SAAS Service prior to the date hereof. This Agreement, together with the Order Form and all exhibits hereto, may be amended only by an instrument executed in writing by the parties or their permitted assigns.

**12.7 Construction of Agreement; Headings.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or arbitrator by reason of such party having or being deemed to have structured or drafted such provision. The headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.



**12.8 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the parties agree to replace it with an enforceable provision reflecting the intent of the original provision as nearly as possible in accordance with applicable law, and the remaining provisions of this Agreement will remain in full force and effect.

**12.9 Waiver.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. The waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of this Agreement.

**From:** [Biehl, Carrie \(BPD\)](#)  
**To:** [Saboor, Dana \(BPD\)](#)  
**Cc:** [Biehl, Carrie \(BPD\)](#)  
**Subject:** FW: FW: Information request on Geofeedia  
**Date:** Thursday, June 17, 2021 9:21:34 AM  
**Attachments:** [image001.jpg](#)  
[Geofeedia Agreement.pdf](#)  
[GEOFEEDIA purchasing information.pdf](#)

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-----Original Message-----

**From:** DCU [mailto:[DCU@baltimorepolice.org](mailto:DCU@baltimorepolice.org)]  
**Sent:** August 1, 2016 5:01 PM  
**To:** [alisonk@baltsun.com](mailto:alisonk@baltsun.com) [mailto:[alisonk@baltsun.com](mailto:alisonk@baltsun.com)]  
**Subject:** FW: Information request on Geofeedia

Dear Ms. Knezevich,

The Office of Legal Affairs, was forwarded your below request for comment / request for records, dated July 21, 2016.

Your request for records is governed by the Maryland Public Information Act ("PIA"), Maryland Code, General Provisions Article ("GP"), Sections 4-101 *et seq.*

The BPD responds to your request(s) as follows:

How long has the department used Geofeedia and for what purposes:

The BPD has utilized Geofeedia since at least 2015, *See* purchasing information attached. BPD utilizes Geofeedia as an open source intelligence tool.

How much does the service cost?

See the responsive record attached, labeled "GEOFEEDIA purchasing information".

Please provide a copy of the department contract with Geofeedia.

See Responsive record attached, labeled "Geofeedia Agreement".

Nothing in this response is intended to indicate that any records sought from City agencies exist or to waive any privileges held by the Mayor and City Council. You may contest this response by filing a complaint in Circuit Court pursuant to GP Section 4-362.

Sincerely,

Brent D. Schubert, Esq.  
Assistant Solicitor  
Legal Affairs Division

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**From:** Knezevich, Alison [<mailto:Alisonk@baltsun.com>]  
**Sent:** Thursday, July 21, 2016 4:12 PM  
**To:** newsbpd  
**Cc:** Smith, TJ  
**Subject:** Information request on Geofeedia

BPD,

Hi, I am doing research on police departments' use of the service Geofeedia.

Does Baltimore Police Department use this service? If so, can you please answer the following:

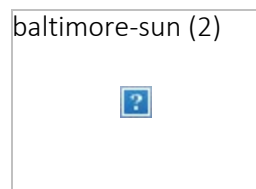
-How long has the department used Geofeedia and for what purposes?

-How much does the service cost?

-Please provide a copy of the department contract with Geofeedia. (This is a request under the Maryland Public Information Act.)

Let me know if you have any questions.

Thanks,  
Alison



Alison Knezevich | Reporter | The Baltimore Sun  
[alisonk@baltsun.com](mailto:alisonk@baltsun.com) | phone: 410.332.6488 | [twitter.com/aliknez](https://twitter.com/aliknez)

## GEOFEEDIA SERVICE AGREEMENT

This Geofeedia Service Agreement (this “Agreement”) governs use of the Services (as defined below) provided by Geofeedia, Inc., a Delaware corporation (“us,” “we” or “our,” as context requires) by the customer (“you” or “your,” as context requires) identified on an Order Form (as defined below) that references this Agreement.

By executing an Order Form, you agree to the terms of this Agreement. Any individual entering into this Agreement on behalf of a company, governmental agency or other legal entity represents that he or she has the authority to bind such entity to these terms and conditions; the terms “you” and “your” refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement or use the Services.

This Agreement, including any Order Forms entered into by the Parties hereunder, is made effective on the date that the initial Order Form is executed by you and us (the “**Effective Date**”). You and us may each be referred to herein as a “party” and collectively as “we” or the “parties.” The parties agree to the foregoing and as follows:

### 1. Definitions.

**1.1 “Authorized User(s)”** means those users identified by name and type of user access on the Order Form who have received a User ID in order to access the SAAS Service online.

**1.2 “Authorized Purpose(s)”** means use of the SAAS Service to search for, organize, review and use the Social Media Content for your benefit, and for any other purposes expressly identified on the Order Form.

**1.3 “Customer Data”** means all information, records, files, and data entered into, received, processed, or stored by or for you and your Authorized Users using the SAAS Service, including, without limitation, Registration Information (as defined below).

**1.4 “Order Form”** means an order form we issued that is executed by the parties and that sets forth the specific information relating to the products and services you have the right to receive, the fees payable to us and the initial term, and which may include, without limitation, (i) identification of any Services other than the SAAS Service, (ii) any additional Authorized Purposes for which you may access the Services, (iii) any terms on which User IDs may be shared, and (iv) any provisions applicable to renewal terms.

**1.5 “SAAS Service”** means access and use of our Geofeedia software platform via the Internet, including but not limited to services capable of searching, retrieving, and storing Social Media Content by Authorized Users.

**1.6 “Services”** means the SAAS Service, Support Services, training and associated services we provide to you under this Agreement. For the avoidance of doubt, the SAAS Service does not include the Social Media Content.

**1.7 “Social Media Content”** means information obtained from the Internet by the SAAS Service based on or related to searches, including but not limited to links, posts and excerpts, and data derived thereof, such as reports, summaries, graphs and charts.

**1.8 “Support Services”** has the meaning set forth in Section 4.

**1.9 “Update”** means any improvement, enhancement, modification and/or changes to the SAAS Service we offer or provide.

**1.10 “User ID”** means a unique user identification assigned to an Authorized User; provided however that if your Order Form provides express conditions upon which User IDs may be shared, User IDs may be shared subject to those conditions.

### 2. SAAS Service

**2.1 Access.** We grant your Authorized Users a nonexclusive, personal and nontransferable right to access the SAAS Service during the term of this Agreement solely for the Authorized Purposes. Your use of the SAAS Service is limited to the terms of this Agreement and the parameters defined in the Order Form, including its limits regarding the number of Authorized Users. As a condition to access, you and your Authorized Users agree to comply with (i) the

terms and conditions set forth in this Agreement; (ii) applicable laws and regulations; and (iii) the terms of service of the platforms from which the Social Media Content originates.

**2.2 Restrictions.** You will not, in whole or in part, (a) copy the SAAS Service or distribute copies of the SAAS Service to any third party; (b) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the SAAS Service except as otherwise permitted by law; (c) rent, loan, sub-license, lease, distribute or attempt to grant any rights to the SAAS Service to third parties; or (d) use the SAAS Service to act as an application service provider or reseller of the SAAS Service to third parties, or to permit access to the SAAS Service by any kind to any third party. Use of the SAAS Service is also subject to our privacy policy, available through our website, <https://geofeedia.com/privacy-policy>.

**2.3 Right to Suspend or Terminate the SAAS Services; No Content License.** In general, the Service is designed to store links to locations where Social Media Content is hosted on third-party websites that we do not own or control. We do not guarantee that any specific Social Media Content will remain available or accessible. We reserve the right to immediately suspend or terminate the affected SAAS Service and/or to remove the Social Media Content from the SAAS Service, if required by the third-party platform from which the Social Media Content was received or if we reasonably believe that the SAAS Service or the Social Media Content is or is about to become non-compliant with any applicable law, regulation or policy, or is likely to become the subject of a lawsuit or material dispute. However, our action or inaction shall not be deemed review or approval of such use of such Social Media Content. You acknowledge that, depending upon your intended use, including copying and reproduction, of the Social Media Content, you may be required to obtain licenses or permissions from the author or owner of the Social Media Content, abide by copyright law or other applicable law and abide by terms of service for the sources from which the Social Media Content was obtained. We do not license the Social Media Content and are not responsible for your use of the Social Media Content. **Your use of Social Media Content is at your sole risk.**

### **3. Authorized Users.**

**3.1 Authorized Users.** The number of Authorized Users granted access hereunder is set forth in the Order Form.

**3.2 Additional Users; Reassignment of Authorized Users.** Unless otherwise specified in the applicable Order Form: (i) SAAS Services may be accessed by no one other than the Authorized Users; (ii) additional subscriptions may be purchased for additional Authorized Users for prorated fees during the term of this Agreement; and (iii) such additional Authorized User accounts shall terminate on the same date as the pre-existing Authorized User accounts terminate. Authorized User account subscriptions are for designated Authorized Users only. Except as expressly provided in an Order Form, User IDs cannot be shared. However, User IDs may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the SAAS Services. You shall designate at least one (1) Authorized User to act as an administrator who will be responsible for requesting set-up and removal of Authorized User accounts and for other administrative tasks related to your use of the Services. If applicable law requires the consent of the Authorized User before a third-party receives particular information about him or her (personal information), you shall obtain the Authorized User's consent before providing such information to us.

### **4. Support Services and Training.**

**4.1 Support Services.** We will provide reasonable support efforts that do not require code changes ("Support Services") at no additional charge. We may provide upgraded support to you at mutually agreed upon rates, if available, through an Order Form referencing this Agreement.

**4.2 Service Limitations; Maintenance.** The Service may be temporarily unavailable, without notice, from time to time, including due to required maintenance, improvements, telecommunications interruptions, or other disruptions affecting the applicable third party provider of Social Media Content and the Internet generally. In addition,

we reserve the right to take down applicable servers hosting the SAAS Service upon reasonable notice to conduct routine regularly scheduled maintenance checks ("Scheduled Maintenance"); provided that, the number of Scheduled Maintenance checks each month during the term of this Agreement will not be excessive in relation to our historical Scheduled Maintenance practices and patterns. We will use commercially reasonable efforts to perform Scheduled Maintenance outside of regular business hours. We will not be responsible for any damages or costs you incur in connection with Scheduled Maintenance performed in accordance with this Agreement.

**5. Additional Services.** The parties may add additional training services and/or consulting, interface development or other services by mutual agreement by adding an additional Order Form referencing this Agreement.

**6. Fees and Payment.**

**6.1 Fees.** Fees for the initial term of this Agreement are set forth in the Order Form. We reserve the right to modify our Fees for any renewal term upon forty-five (45) days' notice to you.

**6.2 Payment Terms.** You shall pay the Fees as specified in the Order Form. We will invoice you in advance and otherwise in accordance with the relevant Order Form. Invoiced charges are due net 45 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information. If you provide automatic payment information, you authorize us to store the information and use it to charge the associated billing source according to the Order Form without further authorization until termination of the Order Form or this Agreement. If automatic payment is terminated and not replaced within three business days of notice, we have the right to suspend access to the Service by you and your Authorized Users until payment is current.

**6.3 Taxes.** Each party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts. We shall be responsible for any sales, use, excise or similar taxes payable by us on any goods or services used or consumed by Services Provider in providing the Services hereunder. You shall be responsible for any sales, use, excise or similar taxes that are imposed on any charges made by us to you under the terms of this Agreement.

**7. Responsibilities of the Parties.**

**7.1 Registration Information.** You will promptly provide to us the name and contact information of each Authorized User to register each Authorized User (collectively, the "Registration Information") to use the SAAS Service. We acknowledge that such Registration Information (and all Customer Data) is your (and/or your affiliates' and/or Authorized Users') confidential and proprietary information; we shall maintain and protect such information with the same care and measures to avoid unauthorized disclosure or access as we use with our own confidential information (but in no event less than a reasonable standard of care) and will use such information solely to carry out the purposes for which the information was disclosed.

**7.2 User IDs.** Except as expressly provided in an Order Form; each Authorized User must have a unique User ID for his or her access to the SAAS Service; you must exert commercially reasonable efforts to ensure that your Authorized Users will use only their respective assigned User IDs and not another's User ID. You must adopt and maintain such security precautions for User IDs to prevent their disclosure to and use by unauthorized persons and must promptly notify us if you become aware that the security or integrity of a User ID or password has been compromised.

**7.3 Access and Compliance.** You agree that (a) you are responsible for all obligations under this Agreement arising in connection with your use, including all users using User IDs assigned to you, of the Services; (b) you are responsible for any act or omission by any of such users of the Services, which, if performed or omitted by you, would be a breach of this Agreement and any such act or omission will be deemed to be a breach of this Agreement by you; (c) you will use commercially reasonable efforts to prevent unauthorized access to or use of the Services; (d) you and your Authorized Users will only access and use Services in accordance with this Agreement, applicable laws and the terms of service of the platforms from which the Social Media Content originates; and (e) you and your Authorized Users shall not use the Services in a law enforcement capacity to conduct surveillance or obtain information that would require a subpoena, court order, or other valid legal process.

**7.4 Computer System.** You will: (a) cooperate and consult with us in the set-up and activation of the SAAS Service for you, and (b) provide and maintain your own Internet access and all necessary communications equipment, software and other materials necessary for Authorized Users to access and use the SAAS Service. You are responsible for the security of your own computer systems and the security of your access to and connection with the SAAS Service.

**7.5 No Interference with Service Operations.** You will not knowingly take any action that: (a) interferes or attempts to interfere with the proper working of the SAAS Service or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the SAAS Service; (b) circumvents, disables, or interferes or attempts to circumvent, disable, or interfere with security-related features of the SAAS Service or features that prevent or restrict use, access to, or copying of any data or enforce limitations on use of the SAAS Service; or (c) imposes or may impose, in our reasonable discretion, an unreasonable or disproportionately large load on the SAAS Service infrastructure.

## **8. Term and Termination.**

**8.1 Term of Agreement.** This Agreement commences on the Effective Date and continues until terminated in accordance with this Agreement or as provided in the Order Form. Unless otherwise specified in an Order Form, the term of the Order Form shall automatically renew for subsequent one year terms unless either party provides notice to the other party at least forty-five days prior to the beginning of the upcoming renewal term.

**8.2 Termination for Cause.** A party may terminate this Agreement (i) for cause upon 15 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Without limiting any remedies otherwise available to you under law or in equity, if you terminate this Agreement as a result of any event described in this Section 8.2, (a) we shall refund to you a pro-rata amount of any fees pre-paid by you for which you did not receive use of the SAAS Service in accordance with this Agreement and (b) you will have no further payment obligation to us.

**8.3 Effect of Termination.** We will destroy any Customer Data still residing on our systems within thirty days after the termination of this Agreement. The definitions herein and the terms of Sections 8-12 (inclusive) shall survive the expiration or termination of this Agreement.

## **9. Proprietary Rights; Publicity.**

**9.1 Proprietary Rights.** We are and will remain the exclusive owner of all right, title and interest in and to the SAAS Service and Updates, including all intellectual property rights therein. As between the parties, you are and will remain the exclusive owner of all right, title and interest in and to Customer Data, including all intellectual property rights therein.

**9.2 Publicity.** Except as expressly provided herein with respect to Customer Data, we shall have no right to use your intellectual property, including, but not limited to, your name, trademarks, logos (or the names, trademarks or logos of your affiliates), in whole or in part, for any purpose. Neither party shall publicize or make any press release or public disclosure relating to this Agreement, the other party or the relationship between the parties, except with the prior written consent of the other party.

**9.3 Feedback.** To the extent that we receive from you or any of your Authorized Users any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the SAAS Service or any other products or services ("Feedback"), we may use, disclose and exploit such Feedback without restriction, including to improve the Services and to develop, market, offer, sell and provide other products and services.

## **10. Representations; Limitations of Liability.**

**10.1 Covenants, Representations and Warranties.** Each party agrees to comply with (a) all applicable laws and regulations and (b) terms of service for the sources of the Social Media Content in connection with performing its obligations under and exercising its rights under this Agreement. We represent and warrant that: (1) the SAAS Service complies with all relevant API terms and conditions and policies of each applicable third party provider of Social Media Content (such as Twitter, YouTube, Flickr, Picasa and Instagram) accessible through the SAAS Service, and the SAAS Service (excluding your use of the Social Media Content) complies with all applicable laws, rules and regulations; (2) we have all rights and licenses necessary in order make the SAAS Service available to you under this Agreement and for us to grant the rights and licenses we grant to you under this Agreement, and your use of the SAAS Service (excluding your use of the Social Media Content) shall not infringe upon (whether direct or contributory), misappropriate, or otherwise violate the intellectual property or other rights of any third party or otherwise subject you or any of your affiliates to any royalty or other fees, obligations, or attribution of any type by you to any third party; and (3) there are no actions, suits, proceedings, or other impediments, actual or threatened against us that would undermine, prevent or impair us from fulfilling its obligations or granting the rights to you as provided under this Agreement.

**10.2 Disclaimer.** Except as expressly provided herein, we make no warranties related to the Services provided hereunder, and hereby disclaim all warranties, express or implied, including without limitation, warranties of merchantability and fitness for a particular purpose. You assume complete responsibility for the selection of the Services to achieve your intended results and for your use of the results obtained from the Services. We do not warrant that the Services will meet your requirements or that they will be uninterrupted or error free. We are not responsible for your inability to access the SAAS Service or for any degradation of the SAAS Service caused by or resulting from any resources or factors outside of our control.

**10.3 Limitations of Liability.** In no event will we (including our affiliates, employees, officers, directors and agents) be liable for any consequential, indirect, special, incidental, exemplary or punitive damages under this Agreement or in connection with any Services provided hereunder, including without limitation, damages for loss of business profits, or other pecuniary loss arising out of the use or inability to use the Services, even if advised of the possibility of such damages and even if available remedies are found to have failed of their essential purpose. Our total liability, if any, (including our affiliates, employees, officers, directors and agents) in the aggregate over the term of this Agreement for all claims, causes of action or liability whether in contract, tort or otherwise arising under or in any way related to this Agreement and/or the Services provided hereunder, shall be limited to the lesser of: (a) your direct damages, actually incurred, or (b) the total fees you paid us under this Agreement in the most recent six (6) month period. Notwithstanding the foregoing, our sole obligation in the event of an error in the performance of any Services under this Agreement shall be limited to re-performing the Services.

## **11. Indemnification.**

**11.1 Indemnification by Us.** We agree to defend, indemnify and hold harmless you, your members, affiliates, partners and successors, and your and their officers, directors, partners, shareholders, representatives, agents, licensees and employees from and against all third party claims, actions, liabilities, losses, expenses, damages and costs, including but not limited to attorney's fees, whether fixed or contingent, actual or threatened, in law or in equity (collectively, the "Claims", or individually, a "Claim"), that may, at any time, arise out of or relate to any breach or alleged breach by us of any of our representations, warranties and/or covenants set forth in Section 10.1 above.

**11.2 Indemnification by You.** You agree to defend, indemnify and hold harmless us, our members, affiliates, partners and successors, and our and their officers, directors, partners, shareholders, representatives, agents, licensees and employees from and against all Claims that may, at any time, arise out of or relate to any breach or alleged breach by you of applicable law and of your use of the Social Media Content.

**11.3 Indemnification Procedures.** Any party seeking to be indemnified under this Section 11 shall as promptly as reasonably practicable notify the indemnifying party in writing of any Claim subject to the indemnities set



forth in this Section 11; provided, however, that failure to so notify the indemnifying party after receiving actual notice of a Claim shall not relieve the indemnifying party from its indemnification obligations under this Agreement unless if, and only to the extent that, such failure to notify the indemnifying party has a material adverse impact on the indemnifying party. After receiving such notice, the indemnifying party shall assume and have exclusive control over the defense of such Claim, including, without limitation, the selection and retention of counsel and the disposition of any such Claim (by compromise, settlement or otherwise); provided, however, that the selection and retention of counsel, and any settlement or compromise of any Claim which may materially impact the indemnified party, shall be subject to the indemnified party's prior written approval, which shall not be unreasonably withheld. It is pre-agreed that any Claim alleging copyright, patent, trademark or other intellectual property infringement or misappropriation of the Services, or any part thereof, shall be considered to materially impact you for purposes of the foregoing. The indemnified party shall cooperate in all reasonable respects with the indemnifying party in the defense and disposition of such Claim, at the indemnifying party's expense.

## **12. General.**

**12.1 Assignment, Successors.** No right or license under this Agreement may be assigned or transferred by either party, nor may any duty be delegated by either party without the other party's prior written consent, except that you may assign, transfer or delegate this Agreement to any affiliate of yours and that either party may transfer or assign this agreement to any successor entity or to an acquirer of all or substantially all of the business, stock or assets of such party relevant to this Agreement. Any assignment, transfer or delegation in contradiction of this provision will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and assigns of the parties.

**12.2 Force Majeure.** Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of, and without fault or negligence by, such party or its officers, directors, employees, agents or contractors.

**12.3 Governing Law.** The validity, construction, and interpretation of this Agreement and the rights and duties of the parties hereto shall be governed by the laws of the State of Delaware, excluding its principles of conflicts of laws.

**12.4 Notice.** All notices required or permitted under this Agreement will be in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or by hand delivery. Our notice address is 444 North Wells Street, Suite 502, Chicago, IL 60029, Attention: Michael J. Mulroy. Your notice and billing address is set forth in the Order Form. Any notice sent in the manner sent forth above shall be deemed sufficiently given for all purposes hereunder (i) in the case of certified mail, on the second business day after deposited in the U.S. mail and (ii) in the case of overnight courier or hand delivery, upon delivery. Either party may change its notice address by giving written notice to the other party by the means specified in this Section.

**12.5 Independent Contractor.** We are acting as an independent contractor for you in our capacity under this Agreement. Nothing contained in this Agreement or in the relationship between the parties shall be deemed to constitute a partnership, joint venture, agency, employment or any relationship other than that of our serving as an independent contractor to you.

**12.6 Entire Agreement.** This Agreement, together with the Order Form and all exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter, including, without limitation, any user agreement or other arrangement for any trial of the SAAS Service prior to the date hereof. This Agreement, together with the Order Form and all exhibits hereto, may be amended only by an instrument executed in writing by the parties or their permitted assigns.

**12.7 Construction of Agreement; Headings.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or arbitrator by reason of such party having or being deemed to have structured or drafted such provision. The headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

**12.8 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the parties agree to replace it with an enforceable provision reflecting the intent of the original provision as nearly as possible in accordance with applicable law, and the remaining provisions of this Agreement will remain in full force and effect.

**12.9 Waiver.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. The waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of this Agreement.

PROPERTY DIVISION  
REQUISITION FOR SUPPLIES  
02/128

Police Department  
Baltimore, Maryland

Req. #

5622054

AIS

DATE 9/24/2015

PHONE # 410-396-2640

DISTRICT, DIVISION OR BUREAU:

Quantity	COMMODITY	Quantity on Hand	FILED		
			From Stock	Order Number	Quantity
1	104-00000-204.830100-603021 CP Annual service agreement for Geofeedia Professional(Open Source Monitoring) Total of 30 users. Up to five (5) Real-Time Streams, Administrator functions Up to 250,000 post per month Maximum search radius of 15 kilometers Total \$18,000.00	1		13.10.2015 9/25/15	
	COMMODITY SOURCE: 55 Monument Circle, Suite 710 LOCATION: Indianapolis, IN 46204 JUSTIFICATION: Open source monitoring 1				

I HEREBY CERTIFY THAT THE ABOVE ITEMS ARE NECESSARY TO MEET CURRENT NEEDS:

Signature

Print / Type Name

William MacDonald

Signature of Commanding Officer

9/25/15 13:45



Note 1: If this document is attached to a PO that is issued as a result of a formal solicitation, the terms and conditions of that solicitation take precedence.

Note 2: If this document is attached to a Bid that is a formal solicitation, the terms and conditions the IFB or RFP take precedence.

### **General Conditions for Informal Bid/Contract City of Baltimore, Maryland**

#### **1. BIDS**

- 1.1. Bids must be submitted electronically via CitiBuy ([www.baltimorecitibuy.org](http://www.baltimorecitibuy.org)).
- 1.2. All bids must be filled in completely and, unless submitted via CitiBuy ([www.baltimorecitibuy.org](http://www.baltimorecitibuy.org)), be typewritten or printed in ink and signed where indicated.
- 1.3. Bids when filed shall be irrevocable.

#### **2. RESERVATIONS.**

- 2.1. The City Purchasing Agent reserves the right to do the following.
  - 2.1.1. Increase award(s) by 15% within thirty days after award.
  - 2.1.2. Reject any or all bids, and/or waive technical defects if, in his/her judgment, the interest of the City shall so require.

#### **3. INDEMNIFICATION**

- 3.1. The Contractor shall indemnify and save harmless the City of Baltimore against or from all costs, expenses, damages, injury or loss to which said City may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the execution or performance and shall save and keep harmless the City against and from all claims and losses to it from any causes whatsoever, including actual or alleged patent infringements in the matter of making, furnishing, and delivering materials/services as called for in the bid documents.

#### **4. TAXES**

- 4.1. No state sales or federal excise tax is to be added to any bid.
- 4.2. Tax Exempt No. 300005 5-9.

#### **5. FAIR COMPETITION**

- 5.1. Competition in bidding is encouraged, even though a particular manufacturer's name or brand is specified to indicate the level of quality desired. Bids will be considered on other brands as "or equal" when the bidder indicates clearly the product (brand and model number) which is being offered. A sample or sufficient data in detail to enable a proper comparison to be made with the particular material specified shall be included. The City Purchasing Agent, considering equality of design, construction and function will make the determination of the acceptability of an equivalent product.
- 5.2. To better insure fair competition and to permit a determination of the lowest responsive and responsible bidder, proposals may be rejected if they show any irregularities, conditions, non-conformities, or bids obviously unbalanced.

#### **6. SAMPLES**

- 6.1. Where required, samples shall be delivered to the Bureau of Purchases, 231 E. Baltimore Street, Suite 200, Baltimore, MD 21202, unless otherwise stated in the specifications. Packages shall be marked, "Samples for Bureau of Purchases" with the name of bidder, contract number, and item number. Failure of the bidder to furnish an

itemized packing list and clearly identified samples as indicated may be considered sufficient reason for rejection of the bid.

6.2. The City Purchasing Agent reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the bidder or contractor if any samples are lost or destroyed.

6.3. All deliveries under the contract shall conform in all respects with samples and/or data as submitted and accepted as a basis for the award.

## 7. DEVIATIONS TO SPECIFICATIONS

7.1. All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. In the absence of a written list of specification deviations at the time of submittal of the bid, the bidder shall be held strictly accountable to the City of Baltimore to the specifications as written. Any deviation from the specifications as written, not previously submitted and accepted, is ground for rejection of the material, equipment, and/or service.

## 8. WAIVER OF TECHNICALITIES IN SPECIFICATIONS

8.1. Minor differences in specifications may be waived at the discretion of the City Purchasing Agent.

## 9. DELIVERY AND F.O.B. POINT

9.1. Each bidder shall guarantee that (s)he will deliver materials, equipment, and/or perform services in accordance with the delivery specified and/or quoted. All materials, equipment and/or services shall be bid F.O.B. Destination (delivered) unless otherwise clearly specified by the City.

## 10. METHOD OF AWARD

10.1. Cash discounts allowing a period of not less than twenty (20) days will be taken into consideration in determining an award. Should such an award be made by reason of gross price, the City will accept the offer of cash discount in payment of invoice(s). Minimum terms will be net 30.

10.2. Unless clearly shown on the bid that the bidder intends that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. In the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the results will be adjusted accordingly.

10.3. Unless otherwise specifically provided for in the bid document, the City Purchasing Agent reserves the right to make award(s) on either Lump Sum or Individual Item basis, whichever is in the best interest of the City.

10.4. In those cases where an award to the low bidder of an item or items would total less than \$200.00, the award of such item(s) may be combined rather than split to low bidders to the extent that the price differential does not exceed \$50.00.

## 11. INSPECTION

11.1. All materials, supplies and/or services delivered or performed for the City shall be subject to final inspection by the City and tests by the City and/or other independent testing laboratories as may be designed by the City Purchasing Agent. If the result of such tests indicates that any part of the materials or supplies are deficient in any respect, the City Purchasing Agent, in his/her discretion, may reject all or any part of the materials and supplies to be provided under this contract. Minor variances in materials, supplies, and/or services may be waived upon approval by the City Purchasing Agent, at his/her discretion.

## 12. RESPONSIBILITY OF CONTRACTOR

- 12.1. All equipment, materials and/or services furnished under this contract shall be in complete compliance with all current Federal, State, City and local municipal regulations, standards, laws/ordinances and statutes in any manner affecting performance and pricing under this contract and must meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract.
- 12.2. Contractor shall give his/her full personal attention constantly to the faithful execution of this contract, and shall keep the same under his/her control. Assigning or subletting any part of the award or of any monies payable on this contract shall require approval in writing by the City Purchasing Agent.
- 12.3. Contractor shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the City Purchasing Agent whenever requested in connection with the performance of this contract.
- 12.4. Contractor shall secure all necessary licenses and permits, and shall pay all taxes, charges, fees and royalties, required for the completion of the work described.

### 13. GUARANTEE/WARRANTY

- 13.1. All work, supplies and/or materials and requirements described in the specifications, including any modifications thereto approved by the City Purchasing Agent shall be guaranteed/warranted against all faulty or imperfect materials and/or equipment, and against all imperfect, careless, and/or unskilled workmanship for a period of one year from date of the final acceptance by the City unless indicated otherwise in this contract.
- 13.2. Any warranties whether expressed or implied shall not reduce the seller's / manufacturer's obligation to the City against any latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

### 14. AUTHORITY OF THE CITY PURCHASING AGENT

- 14.1. Subject to the power and authority of the City Purchasing Agent as provided by law and in these contract documents, (s)he shall in all cases determine the amount or quantity, quality, and acceptability of the work and materials, which are to be paid for under this contract. (S)he shall decide the questions which may arise relative to the fulfillment of the contract or to the obligations of the contractor there under.

### 15. TERMINATION

- 15.1. The City reserves the right to terminate this contract for the following reasons.
  - 15.1.1. **DEFAULT.** Upon recommendation of the City Purchasing Agent, the Board of Estimates reserves the sole right to terminate by DEFAULT ACTION any contract, if in its opinion there shall be a failure to promptly and faithfully perform any of its stipulations, or in case of any willful attempt to impose upon the City any materials, products, and/or workmanship inferior to that required by the Contract. Further, the Board reserves the right to restrict any contractor from bidding on City contracts for a time period to be specified by the Board at the time default action is taken. However, any action and/or inaction by the City shall not impair any rights or claims of the City to damages for the breach of any requirements of the Contract by the Contractor. Any cost and/or expense incurred by the City as a result of such breach or default shall be deducted from any monies that may be due or become due to the contractor.
  - 15.1.2. **CONVENIENCE OF THE CITY.** The performance of work under this contract may be terminated in whole, or from time to time in part, by the City at its sole CONVENIENCE by the City Purchasing Agent (C.P.A.) whenever the CPA shall determine that such termination is in the best interest of the City. Any such



termination shall be effected by delivery of a Notice of Termination to the contractor specifying the extent to and conditions under which performance of work under the contract is being terminated and the date upon which termination becomes effective. The contractor shall be entitled to an equitable adjustment hereunder to include any costs reasonably incurred by the contractor in connection with such termination but shall not include under any circumstances anticipated but unearned profits.

#### 16. APPLICABLE LAW

- 16.1. This contract shall be governed by and construed under the laws of the State of Maryland.

#### 17. LABOR AND MATERIALS

- 17.1. Unless otherwise provided in the contract document the contractor shall provide and pay for all facilities, labor, materials, tools, parts, equipment, transportation, and other facilities and services necessary to perform the work required under this contract. The City will NOT pay any monies toward the provision or operation of this service, except for work which is specified in this contract, authorized by the City, and invoiced at the unit and/or lump sum bid price as applicable.

#### 18. TAXES, LICENSES, & PERMITS

- 18.1. The contractor shall, at the sole expense of the contractor, pay all required taxes and obtain, pay for, and keep current all business licenses and permits required for the lawful performance of this contract, and as required by federal, state, county, or city laws, ordinances, or regulations as applicable.

#### 19. CONDITIONAL, QUALIFIED, OR NON-RESPONSIVE BIDS

- 19.1. All bids shall be submitted in a form and manner as indicated by the bid document and bid forms. Any bid, which is not submitted in a form and manner indicated by the bid document and bid forms or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the bid submittal for purposes of making an award, or which alter any bid terms, conditions, specifications, or forms, which had not previously been approved by written addendum issued by the City Purchasing Agent, may be declared as a qualified, conditional, or non-responsive bid and may be rejected without further consideration. Any bid response that does not fully respond to and comply with all the detailed specifications may be declared "non-responsive" by the City and recommended for rejection.

#### 20. BUDGET FUNDING

- 20.1. A contract made as a result of this bid will be subject to the appropriation of funds by the City of Baltimore. If the City of Baltimore does not appropriate any funds, then the contract shall become invalid. If an appropriation is made but is later reduced or eliminated, then the contract shall be reduced or eliminated accordingly, at no additional cost to the City of Baltimore.

#### 21. CONTRACTOR NOT AN AGENT OR EMPLOYEE OF THE CITY

- 21.1. No language or wording contained in this contract document shall be used to construe the contractor as an "agent" or "employee" of the City of Baltimore, nor shall any such language or wording be used to construe the City as an "agent" or "employer" of the contractor and/or of any of the contractor's employees, and/or of any of the contractor's sub—contractors or their employees. The contractor shall have the entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever, to all persons whether employees of the contractor or otherwise, and to all property, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with the execution of the work provided for in this contract. Nothing contained in these contract documents shall create any contractual relationship between any subcontractor and the City.



## **22. GENERAL LEGAL COMPLIANCE**

- 22.1. It shall be the contractor's sole responsibility to insure that he/she is in total compliance with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., which touch or impact on this contract. The City shall bear no responsibility for monitoring the contractor's compliance with said legal requirements. If failure on the part of the contractor to maintain legal compliance results in the contractor not being able to perform, the City may find said contractor in default.

## **23. OMISSION OF SPECIFICATIONS**

- 23.1. The omission by the City of any specification or details of any specification which would normally apply to the product or service specified herein, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract.

## **24. SEVERABILITY**

- 24.1. The provisions of this contract are severable. If any paragraph, section, sub-section, sentence, clause, word, or phrase of this contract is for any reason held to be contrary to any rule or regulation having a force and effect of law, said paragraph, section, sub-section, sentence, clause, word, or phrase may be severed/removed from the contract at the sole discretion of the City Purchasing Agent and/or the Board of Estimates and such decision shall not affect the remaining portions of the contract unless otherwise determined by and at the sole discretion of the City Purchasing Agent and/or the Board of Estimates.

## **25. INSURANCE**

- 25.1. The contractor shall provide insurance coverage as described and required on the Certificate of Insurance form located with the other bid forms in this bid package. The contractor indemnifies the City in accord with the "Indemnification" clause in the General Conditions. Failure to comply may result in rejection of the bid and/or default and termination of contract.

## **26. LIMITATIONS**

- 26.1. This request for bids does not commit the City of Baltimore or any City of Baltimore agency to award a contract or to reimburse a bidder for any cost incurred in the preparation of the bid response, or for the cost of samples which were submitted as a bid requirement. The City of Baltimore reserves the right to accept or reject any or all bids received as a result of this bid solicitation, or to cancel or alter any portion of this bid document by way of written addenda.



NIGP Code Browse   My Account   Customer Service   About		May 27, 2016 9:55:58 AM EDT	
Home	Items	Documents	
Vendors	Quick Buy	Find It	Seble Asmare

Open Market Purchase Order P533319		Status: 3PCO - Closed
General	Items	Vendor
Address	Accounting	Routing
Attachments(4)	Notes	Change Orders
Reminders	Summary	

Header Information			
Purchase Order Number:	P533319	Release Number:	0
Status:	3PCO - Closed	Purchaser:	Kevin Lunsford
Fiscal Year:	2016	PO Type:	Open Market
Organization:	Baltimore City	Location:	PDHQA - BCPD - HQ - ANNEX
Department:	BCPD - POLICE	Entered Date:	10/29/2015 10:59:38 AM
Alternate ID:		Retainage %:	0.00%
Days ARO:	0	Promised Date:	
Required By Date:		Tax Rate:	
Pcard Enabled:	No	Actual Cost:	\$18,000.00
Contact Instructions:			
Print Format:	PO Print		
Ship-to Address:	ANGELA ALSTON 242 W 29TH STREET BALTIMORE, MD 21211 US Email: angela.alston@baltimorepolice.org Phone: (410)396-2114	Bill-to Address:	BUREAU OF ACCOUNTING & PAYROLL SERVICES 401 E. FAYETTE STREET, 5TH FLOOR BALTIMORE, MD 21202 US Email: City-Payables@BaltimoreCity.gov Phone: (410)396-3745
PO Header Work Order Number:			
Attachments: <a href="#">General Conditions of Informal Bid or Contract (04-29-08).doc</a> , <a href="#">R711951 QUOTE GEOFEEDIA.pdf</a> , <a href="#">R711951 128 5622015A.pdf</a> , <a href="#">Board Letter and Documents 533319.pdf</a>			

Primary Vendor Information & PO Terms			
Vendor:	00034480 - Geofeedia, Inc.	Preferred Delivery Method:	Email
Remit-to Address:	Michael Mulroy 820 Davis Street Suite 408 Evanston, IL 60201 US Email: mike@geofeedia.com Phone: (312)257-2925 FAX: (312)508-5535 Id: 36120	Payment Terms:	Shipping Method:
PO Mailing Address:	Michael Mulroy 820 Davis Street Suite 408 Evanston, IL 60201 US Email: mike@geofeedia.com Phone: (312)257-2925 FAX: (312)508-5535 Id: 36120	Shipping Terms:	Freight Terms:

Receipt Information		PO Receipts Summary			
Receipt #	Status	Description	Dept/Loc	Receipt Owner	Receipt Date
D00357507	5CA - Approved for Invoice	INV# 2368	BCPD/PDHQA	Rosalind Davis	01/27/2016

Invoice Information						
Invoice #	Vendor	Vendor Group	Status	Description	Invoice Date	Invoice Amount
2368	00034480	01	4IP - Paid	Geofeed annual subscription	11/01/2015	\$18,000.00

Item Information						
------------------	--	--	--	--	--	--

**Print Sequence # 1.0, Item # 1:** Annual service agreement for Geofeedia Professional (Open Source Monitoring) Total of 30 users, up to five(5) Real -Time streams. Administrator functions up to 250,000 posts per month. Maximum search of 15 kilometers.

3PCO -  
Closed

NIGP Code: 208-11  
Application Software, Microcomputer

Req # / Item #: R711951 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
Quantity	1.0	\$18,000.00	LOT - Lot	0.00	\$0.00		\$0.00	\$0.00	\$18,000.00

Manufacturer: Brand: Model:  
Make: Packaging:  
PO Item Work Order Number:

Account Code	Amount
1001-000000-2041-220100-803026	\$18,000.00

#### Approval Path:

Delete	Approver	Order Sequence	Approval Path ID	Level	Approver Type	Date Requested	Date Approved/Disapproved	Approved/Disapproved/Canceled by	Comment View
	Christine Pamau	1	MSTERBLKT	10	Primary	10/29/2015 04:59:23 PM	10/29/2015 05:05:15 PM	Christine Pamau	
	Timothy Krus	1	MSTERBLKT	10	Alternative	10/29/2015 04:59:23 PM			
	Sue Ziegler	2		2	Primary	10/29/2015 05:05:17 PM	10/29/2015 05:05:56 PM	Sue Ziegler	

Print

Print Vendor Copy

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## ORDER FORM

### Order Information

**Account Name:** Baltimore Police Department  
**Prepared By:** Trent McMahan

**Contract Start Date:** 11/1/2015  
**Contract End Date:** 10/31/2016

**Total Amount:** [\$18,000.00]

### Subscription Term, Billing & Payment Information

**Company Name:** Baltimore Police Department  
**Billing Name:** Sgt. William MacDonald  
**Billing Email:** William.macdonald@baltimorepolice.org  
**Billing Address:** 242 W. 29<sup>th</sup> St.  
Baltimore, MD 21211-2908

**Billing Phone:** (410) 396-2640  
**Billing Fax:**

**Payment Method:** Invoice  
**PO Number:** [IF APPLICABLE]

**Billing Terms:** Invoices sent *Annually*

**Payment Terms:** Due Upon Receipt. Interest accrues at the rate of 1.5% per month 60 days after the invoice date.  
Invoices 30 days or more past due may result in suspension of Services.

This Order Form is subject to and governed by the terms and conditions of the Geofeedia Service Agreement posted online at <http://www.geofeedia.com/legal/service-agreement/> (unless there is already a Geofeedia Service Agreement in force and effect between you and Geofeedia, in which case the terms of such existing Geofeedia Service Agreement shall govern this Order Form). If for any reason you are unable to view the Geofeedia Service Agreement online at [http://www.geofeedia.com/legal/master\\_agreement](http://www.geofeedia.com/legal/master_agreement), please contact Geofeedia immediately.

**Customer:** \_\_\_\_\_

**Geofeedia, Inc.**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed:** \_\_\_\_\_

**Printed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Order Form (Cont'd) – Baltimore Police Department**

---

**Application Services Subscription\***

The Application Services include the following:

**Service Edition**

**Total Price**

---

**Standard Service Package**

Customer orders the following Standard Service Package:

**Geofeedia Professional Edition**

**\$ 18,000.00**

Total Permitted Users: Thirty (30)

**Standard Applications**

- Real-Time Search
- Up to five (5) Real-Time Streams
- Administrator functions

**Premium Applications**

- Geofeedia Manager (Unlimited)
- Collections
- One-click Instagram Widget
- Alerts
- Influencers

**Other Included Features**

- Shape File Support
- Language Translations
- Data Export
- Analytics
- Networks currently Included: Instagram, Twitter, Flickr, Picasa, YouTube, Facebook, Sina Weibo, VK

**Data Storage\*\***

- Up to 250,000 post per month

**Search Radius**

- Maximum of 15 kilometers

---

**Additional options**

**N/A**

None

---

**Training and Implementation**

**N/A**

---

**Total Annual Cost**

**\$ 18,000.00**

---

**Order Comments**

\* Assuming no Overage Fees.

\*\* Data overage will be billed at a cost of \$50.00 per 1,000 posts in excess of per-month allowance.

Note: Any other services not included hereunder and must be identified in a separately executed Statement of Work.

For additional details regarding standard features and functionality of the Application Services, please visit:

<http://geofeedia.com/how-it-works>



P 533319

# INFORMATION FOR BOARD OF ESTIMATES LETTER

NAME OF CONTRACT OR DESCRIPTION Annual service agreement for Geofeedia Professional (Open Source Monitoring)

CONTRACT/BID NO: 06000 DATE OPEN: \_\_\_\_\_ BIDS SOLICITED \_\_\_\_\_ REC'D: \_\_\_\_\_  
DEPARTMENT DGS

REQ. NO.: R711951 ACCT. NO.: 1001-000000-2041-220100-603026 AMT.: \$ 18,000.00  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACT:  
TYPE OF CONTRACT FIRM ORDER xx REQUIREMENT \_\_\_\_\_ OTHER \_\_\_\_\_

PERIOD COVERED: \_\_\_\_\_ EXTENSIONS PROVIDED: \_\_\_\_\_

FINAL AWARD \_\_\_\_\_ PARTIAL NO.: \_\_\_\_\_ INC. \_\_\_\_\_ OR EXT \_\_\_\_\_

AWARD(S) RECOMMENDED: VENDOR NAME AND ADDRESS:	AMOUNT	TERMS	F.O.B.
Geofeedia, Inc. 820 Davis Street, Suite 408 Evanston, IL 602	\$18,000.00	NET 30	Destination

BASIS FOR AWARD: Select Source

LOW BIDDER: \_\_\_\_\_ LOW BIDDER BASED ON CASH DISCOUNT TERMS: \_\_\_\_\_

OTHER BASIS FOR AWARD ON BACK PAGE: \_\_\_\_\_

OTHER ADDITIONAL INFORMATION AND RECOMMENDATIONS: This is a renewal of the Annual service agreement for Geofeedia Professional (Open Source Monitoring). Bids were solicited and none were received. Award is recommended to the vendor that submitted the initial quote, which is fair and reasonable. The Licenses and monitoring is currently in use by the BCPD.

UNSUCCESSFUL LOW BIDDER(S) NOTIFIED THAT THEY ARE NOT BEING RECOMMENDED FOR AWARD AND WHEN THE BOARD OF ESTIMATES WILL CONSIDER OUR RECOMMENDATIONS \_\_\_\_\_  
NAME OF ANY BIDDER(S) WHO HAVE INDICATED THAT THEY WILL PROTEST AT THE BOARD \_\_\_\_\_

BUYER: Kevin Lunsford

SUPERVISOR'S  
INITIALS: LAJ 10-28-15

APPROVED  
ON: 10/28/15

CPA SIGNATURE [Signature]

NOTE: IF IT IS NECESSARY TO USE THE REVERSE SIDE BECAUSE OF INSUFFICIENT SPACE, PLEASE SO INDICATE IN THE APPROPRIATE SPACE ABOVE.  
NOTES:

## ORDER FORM

### Order Information

Account Name: Baltimore Police Department  
Prepared By: Trent McMahan

Contract Start Date: 11/1/2015  
Contract End Date: 10/31/2016

Total Amount: [\$18,000.00]

### Subscription Term, Billing & Payment Information

Company Name: Baltimore Police Department  
Billing Name: Sgt. William MacDonald  
Billing Email: William.macdonald@baltimorepolice.org  
Billing Address: 242 W. 29<sup>th</sup> St.  
Baltimore, MD 21211-2908

Billing Phone: (410) 396-2640

Billing Fax:

Payment Method: Invoice

PO Number: [IF APPLICABLE]

Billing Terms: Invoices sent *Annually*

Payment Terms: Due Upon Receipt. Interest accrues at the rate of 1.5% per month 60 days after the invoice date.  
Invoices 30 days or more past due may result in suspension of Services.

This Order Form is subject to and governed by the terms and conditions of the Geofeedia Service Agreement posted online at <http://www.geofeedia.com/legal/service-agreement/> (unless there is already a Geofeedia Service Agreement in force and effect between you and Geofeedia, in which case the terms of such existing Geofeedia Service Agreement shall govern this Order Form). If for any reason you are unable to view the Geofeedia Service Agreement online at [http://www.geofeedia.com/legal/master\\_agreement](http://www.geofeedia.com/legal/master_agreement), please contact Geofeedia immediately.

Customer: \_\_\_\_\_

Geofeedia, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Order Form (Cont'd) -- Baltimore Police Department**

---

**Application Services Subscription\***

The Application Services include the following:

<u>Service Edition</u>	<u>Total Price</u>
<hr/>	
<b>Standard Service Package</b> Customer orders the following Standard Service Package:	
<b><u>Geofeedia Professional Edition</u></b>	<b>\$ 18,000.00</b>
Total Permitted Users: Thirty (30)	
Standard Applications	
<ul style="list-style-type: none"><li>• Real-Time Search</li><li>• Up to five (5) Real-Time Streams</li><li>• Administrator functions</li></ul>	
Premium Applications	
<ul style="list-style-type: none"><li>• Geofeedia Manager (Unlimited)</li><li>• Collections</li><li>• One-click Instagram Widget</li><li>• Alerts</li><li>• Influencers</li></ul>	
Other Included Features	
<ul style="list-style-type: none"><li>• Shape File Support</li><li>• Language Translations</li><li>• Data Export</li><li>• Analytics</li><li>• Networks currently Included: Instagram, Twitter, Flickr, Picasa, YouTube, Facebook, Sina Weibo, VK</li></ul>	
Data Storage**	
<ul style="list-style-type: none"><li>• Up to 250,000 post per month</li></ul>	
Search Radius	
<ul style="list-style-type: none"><li>• Maximum of 15 kilometers</li></ul>	
<hr/>	
<b>Additional options</b>	<b>N/A</b>
None	
<hr/>	
<b>Training and Implementation</b>	<b>N/A</b>
<hr/>	
<b>Total Annual Cost</b>	<b><u>\$ 18,000.00</u></b>

---

**Order Comments**

\* Assuming no Overage Fees.

\*\* Data overage will be billed at a cost of \$50.00 per 1,000 posts in excess of per-month allowance.

Note: Any other services not included hereunder and must be identified in a separately executed Statement of Work.

For additional details regarding standard features and functionality of the Application Services, please visit:  
<http://geofeedia.com/how-it-works>

#529173

# INFORMATION FOR BOARD OF ESTIMATES LETTER

AGREEMENTS ATTACHED: YES

X NO

DATE: 7-16-12

MBE/WBE Requirements: \_\_\_\_\_

Waived or MBE % WBE %  
Geographic Software as a Solution (SaaS)

NAME OF CONTRACT OR DESCRIPTION: \_\_\_\_\_

BID/CONTRACT NO.: 07000

DATE OPEN: \_\_\_\_\_

BIDS SOLICITED

195

REC'D: 0

DEPARTMENT BCPD - HQ

REQ. NO.: R646012

ACCT. NO.: 1001-000000-2023-212600-604009

AMT.: \$18,000.00

P.O. NO.: \_\_\_\_\_

TYPE OF CONTRACT:

FIRM ORDER X  
10/24 thru 10/23/15

REQUIREMENT \_\_\_\_\_

OTHER \_\_\_\_\_

PERIOD COVERED: \_\_\_\_\_

RENEWALS PROVIDED: \_\_\_\_\_

Optional one-year renewals

FINAL AWARD: \_\_\_\_\_

RENEWAL: \_\_\_\_\_

INC. \_\_\_\_\_

OR EXT. \_\_\_\_\_

AWARD(S) RECOMMENDATION:

VENDOR NAME AND ADDRESS:

AMOUNT

TERMS

F.O.B.

Geofeedia, Inc.

820 Davis Street, Suite 408

Evanston, IL 602

\$18,000.00

NET 30

DESTINATION

TOTAL: \$18,000.00

LOW BIDDER: \_\_\_\_\_

OTHER BASIS FOR AWARD: \_\_\_\_\_

ADDITIONAL INFORMATION AND RECOMMENDATIONS:

This procurement is for Geographic SaaS. Bids were solicited and none were received via CityBuy. Award is recommended for the vendor that submitted the initial quote, which is a fair market price for the functional and ESRI interface options included.

BUYER: Abraham Bay

SUPERVISOR'S  
INITIALS: \_\_\_\_\_

APPROVED ON: \_\_\_\_\_

CPA SIGNATURE: \_\_\_\_\_

NOTE: IF IT IS NECESSARY TO USE THE REVERSE SIDE BECAUSE OF INSUFFICIENT SPACE, PLEASE SO INDICATE HERE:  
\_\_\_\_\_SEE NEXT PAGE\_\_\_\_\_ COMPLETE

Printed:  
10/23/2014**REQUISITION**

City of Baltimore  
100 N. Holliday Street  
Baltimore, MD 21202

Date: 10/23/2014

Required  
Date:

Requisition No.

254008

City of Baltimore 242 W 29TH STREET BALTIMORE, MD 21211	City of Baltimore 401 E. FAYETTE STREET, 5TH FLOOR BALTIMORE, MD 21202
---	---

Requesting Department			Requestor	Phone #		Requisition Type
POLICE						
Item	Stock-Item	Class-Item and Description	Quantity	Unit	Unit Price	Total
2.00		Option B: 1 Year Term - Monitored Locations	5.00	EA	\$1,200.00	\$6,000.00
		LN/FY/Accountcode      Dollar Amount				
		2.000 / 14 / 1001-000000-2023-212600-604009      \$5,160.00				
1.00		Option B: 1 Year Term User Licenses	2.00	EA	\$1,200.00	\$2,400.00
		LN/FY/Accountcode      Dollar Amount				
		1.000 / 14 / 1001-000000-2023-212600-604009      \$2,400.00				

## What's included in your license?

### Real-time search

- ✓ Search seven social media sources by location and view results in our map or collage views
- ✓ Unlimited data from monitored Geofeeds per this proposal, otherwise limited to the last 24 hours

### Location Monitoring

- ✓ Geofeedia will continuously monitor and record social media from user defined locations providing the ability to perform historical searches and analysis
- ✓ Unlimited number of location recordings and ability to change locations at any time

### Streaming

- ✓ View up to five concurrent live streams of social media per licensed user

### User Track

- ✓ Connect undercover Twitter and Instagram accounts and follow specific users' posts

### Archive and Export

- ✓ Unlimited monitored Geofeeds and archival in secure data warehouse
- ✓ Export Geofeed data to CSV format

### Analytics

- ✓ Filtering by timeframe, keyword and user; trend views by volume, media, keyword and user; detailed view of feed items and associated metadata; curate items in collections

### Alerts

- ✓ Create unlimited email alert notifications triggered by specific keywords, phrases or users
- ✓ Customize Alerts at any time

### User Licenses and Data Charges

- ✓ Unlimited number of user licenses (Watch Center personnel only)
- ✓ Data includes up to 100,000 items per month
- ✓ Additional data packs available for purchase

### Support and Training

- ✓ Account set-up, initial location monitoring configuration, ongoing priority support
- ✓ One kick-off training session plus one user-training session per month when requested

This proposal (the "Proposal") will serve to confirm Customer's order for the services described above ("Services") for the prices listed herein. Customer's use of the Services is subject to the terms and conditions of Geofeedia's Online Terms of Use (<http://geofeedia.com/terms-of-service>). Payment terms: On the effective date, Geofeedia will invoice Customer for all fees indicated above. The fees indicated above are effective for the Initial Term. Thereafter, Geofeedia may change any of the fees indicated above, with such changes being effective at the conclusion of the then-current term, by providing Customer with notice of such changes at least thirty (30) days prior to the end of the then-current term. The contract will automatically renew at the end of the term specified unless either party terminates in writing with 30 days notice prior to the end of the then-current term.

\* Our service is protected under U.S. patents 8,484,224, 8,595,317, 8,639,767, 8,612,533, 8,655,873 and 8,655,983

**Terms:**

- Initial Term: 12 months
- Full payment due upon signing

**Cost Breakdown:**

Option Details: Enterprise license, 1-year term

- Unlimited user licenses (Watch Center only)
- Unlimited recorded locations, up to 100,000 posts per month
- Unlimited Alerts
- Setup & training

(Waived)

**Total annual investment**

**\$18,000**

**Signed:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Billing Contact:** \_\_\_\_\_ **Billing Address:** \_\_\_\_\_

This proposal (the "Proposal") will serve to confirm Customer's order for the services described above ("Services") for the prices listed herein. Customer's use of the Services is subject to the terms and conditions of GeoFeedia's Online Terms of Use (<http://geofeedia.com/terms-of-service>). Payment terms: On the effective date, GeoFeedia will invoice Customer for all fees indicated above. The fees indicated above are effective for the Initial Term. Thereafter, GeoFeedia may change any of the fees indicated above, with such changes being effective at the conclusion of the then-current term, by providing Customer with notice of such changes at least thirty (30) days prior to the end of the then-current term. The contract will automatically renew at the end of the term specified unless either party terminates in writing with 30 days notice prior to the end of the then-current term.

\* Our service is protected under U.S. patents 8,484,224, 8,595,317, 8,639,767, 8,612,533, 8,655,873 and 8,655,983

GeoFeedia, Inc. • 101 N. Wacker Dr., Suite 2008 • Chicago, IL • 60606 • (312) 724-8900 • [sales@geofeedia.com](mailto:sales@geofeedia.com)



NIGP Code Browse | My Account | Customer Service | About
May 27, 2016 10:23:38 AM EDT

Home | Items | Documents | Vendors | Quick Buy | Find It | Seble Asmare

Open Market Requisition R646012
Status: 1RGP - Gone to PO

General | Items | Vendors | Address | Accounting | Routing | Attachments(1) | Notes(5) | Reminders | Summary

**Header Information**

<b>Requisition Number:</b>	R646012	<b>Short Description:</b>	Location aware situational solution for open source intelligence	<b>Status:</b>	1RGP - Gone to PO
<b>Organization:</b>	Baltimore City	<b>Location:</b>	PDHQA - BCPD - HQ - ANNEX	<b>Required By Date:</b>	
<b>Department:</b>	BCPD - POLICE	<b>Requisition Type:</b>	Open Market	<b>Type Code:</b>	
<b>Entered Date:</b>	10/02/2013	<b>Purchaser:</b>	Abraham Bay	<b>Fiscal Year:</b>	2014
<b>Requestor:</b>	Beverly Mason	<b>Contact Phone:</b>		<b>Alternate ID:</b>	
<b>Contact:</b>	Beverly Mason	<b>Print Format:</b>	Requisition Print		
<b>Estimated Cost:</b>	\$7,560.00				
<b>Solicitation Enabled:</b>	No				
<b>Ship-to Address:</b>	ANGELA ALSTON 242 W 29TH STREET BALTIMORE, MD 21211 US Email: angela.alston@baltimorepolice.org Phone: (410)396-2114	<b>Bill-to Address:</b>	BUREAU OF ACCOUNTING & PAYROLL SERVICES 401 E FAYETTE STREET, 5TH FLOOR BALTIMORE, MD 21202 US Email: City-Payables@BaltimoreCity.gov Phone: (410)396-3745		

**Req Header Work Order Number :**

**Notes:**

Please provide scope of work, software name & version so that this can be bid.  
Please see the memo attached.  
More info is needed for the exact functionality and features of the software so that other vendors that provide SaaS can bid.  
Attach the functionality document so this can be bid.  
Bids due 9/22/14

**Vendors:**

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Recommended
<a href="#">00000002</a>		IT-CNP, Inc.	Email	No
<a href="#">00000013</a>		Gateway solutions inc	Email	No
<a href="#">00000084</a>		Applied Technology Services, Inc.	Email	No
<a href="#">00000087</a>		Kipp VisualSystems, Inc.	Email	No
<a href="#">00000121</a>		SHINGLE AND GIBB CO	Email	No
<a href="#">00000152</a>		OM Office Supply Inc.	Email	No
<a href="#">00000238</a>		Markertek Video Supply	Email	No
<a href="#">00000284</a>		Lezar Consultants	Email	No
<a href="#">00000293</a>		A-Prompt Corporation	Email	No
<a href="#">00000308</a>		Digital Intelligence Systems Corp. (DISYS)	Email	No
<a href="#">00000355</a>		Kunz, Inc.	Email	No
<a href="#">00000402</a>		InterTech Security	Email	No
<a href="#">00000450</a>		PipeLogix Inc.	Email	No
<a href="#">00000455</a>		VSA, Inc.	Email	No
<a href="#">00000489</a>		Johnson, Mirmiran & Thompson, Inc.	Email	No
<a href="#">00000511</a>		Howard Technology Solutions	Email	No
<a href="#">00000705</a>		video marketing systems	Email	No
<a href="#">00000777</a>		DEVNIX INC	Email	No
<a href="#">00000812</a>		Penta Networking Group	Email	No
<a href="#">00000854</a>		AFP Industries, Inc.	Email	No
<a href="#">00001035</a>		RICOH AMERICAS CORPORATION	Email	No
<a href="#">00001288</a>		Oracle SPL WorldGroup	Email	No
<a href="#">00001580</a>		SWMG Productions, Inc. (dba) nFocus Software	Email	No
<a href="#">00001657</a>		CCS Presentation Systems	Email	No
<a href="#">00001823</a>		Business Solutions Group, Incorporated	Email	No
<a href="#">00002071</a>		Total Audio Visual Systems	Email	No
<a href="#">00002328</a>		SUE-ANN'S OFFICE SUPPLY, INC	Email	No



<u>00002484</u>	CAS Severn, Inc.	Email	No
<u>00002628</u>	Proverbs 31 Investments, LLC	Email	No
<u>00002787</u>	LpMedia	Email	No
<u>00002942</u>	RedHawk IT Solutions, LLC	Email	No
<u>00003018</u>	HOLMES&HOLMES ASSOCIATES	Email	No
<u>00003130</u>	SolarWinds Net, Inc.	Fax	No
<u>00003233</u>	Advanced Video Systems, Inc.	Email	No
<u>00003275</u>	Cubix Designs	Email	No
<u>00003563</u>	NavISite, Inc.	Email	No
<u>00003653</u>	Nationwide IT Services	Email	No
<u>00003826</u>	RAJ & Associates, LLC	Email	No
<u>00003835</u>	Dell Marketing, L.P.	Email	No
<u>00004066</u>	Primary Computing, Inc.	Email	No
<u>00004353</u>	CSI International Inc.	Email	No
<u>00004355</u>	Nelson White Systems, Inc.	Email	No
<u>00004606</u>	Daystar Computer Systems, Inc.	Email	No
<u>00004686</u>	ePlus Technology, Inc.	Email	No
<u>00004709</u>	system support group inc	Email	No
<u>00004828</u>	Ford Audio-Video	Email	No
<u>00005560</u>	CONTRACT VIDEO SPECIALISTS	Email	No
<u>00005637</u>	AMERICAS COMPUTER COMPANY	Email	No
<u>00005818</u>	M & M COMPUTERS INC	Email	No
<u>00006332</u>	22nd Century Technologies, Inc.	Email	No
<u>00006664</u>	The Lyons Group	Email	No
<u>00007510</u>	OmegaCor Technologies	Email	No
<u>00007559</u>	Mythics, Inc.	Email	No
<u>00009050</u>	CompUSA	Email	No
<u>00008130</u>	American Amplifier	Email	No
<u>00008281</u>	Universal Software Inc.	Email	No
<u>00008362</u>	Business & Legal Reports	Email	No
<u>00008941</u>	Honeybee Industries Inc	Email	No
<u>00009243</u>	Sogell USA	Email	No
<u>00009296</u>	StrategyLincs	Email	No
<u>00009521</u>	Gardner Publications, Inc.	Email	No
<u>00009839</u>	Tri-State Video Services, Inc.	Email	No
<u>00009841</u>	IP Capital LLC dba B2Bdirectsupplies.com	Email	No
<u>00009890</u>	SoftSol Technologies	Email	No
<u>00009973</u>	MegaPath Inc	Email	No
<u>00010193</u>	ELEVI Associates, LLC	Email	No
<u>00010222</u>	A P Ventures, LLC	Email	No
<u>00010224</u>	Advance Innovations	Email	No
<u>00010308</u>	eprn solutions	Email	No
<u>00010483</u>	T2 Systems, Inc.	Email	No
<u>00010502</u>	ARADEM INC	Email	No
<u>00010844</u>	XpressLogIQ Corp	Email	No
<u>00010932</u>	Odyssey Software Solutions, Inc.	Email	No
<u>00011066</u>	Electronic Knowledge Interchange	Email	No
<u>00011371</u>	Integrated Systems Management Inc.	Email	No
<u>00011389</u>	RJK Asset Protection Corporation	Email	No
<u>00011626</u>	Digital Age Solution, LLC	Email	No
<u>00011684</u>	xdr8 Technologies, LLC	Email	No
<u>00011782</u>	CompUSA B2B	Email	No
<u>00011867</u>	Zip Express Installation	Email	No
<u>00011905</u>	C2 Computer information Systems, Inc.	Email	No



<u>00011930</u>	American WORDATA	Email	No
<u>00012003</u>	Alrad Harrison	Email	No
<u>00012120</u>	MNJ Technologies Direct, Inc.	Email	No
<u>00012136</u>	Hill Country Computer	Email	No
<u>00012261</u>	Y&S Technologies	Email	No
<u>00012336</u>	Three21 LLC	Email	No
<u>00012436</u>	NextGen Consulting Inc.	Email	No
<u>00012451</u>	SupreTech, Inc	Email	No
<u>00012758</u>	Savvy Solutions, LLC	Email	No
<u>00013122</u>	Southern Computer Warehouse	Email	No
<u>00013128</u>	CI Technologies, Inc.	Email	No
<u>00013818</u>	Global Information Systems, Inc	Email	No
<u>00014099</u>	Sicomnet	Email	No
<u>00014524</u>	MECTONICS INC	Email	No
<u>00014636</u>	avUSAonline.com	Email	No
<u>00014785</u>	Derive Technologies	Email	No
<u>00015296</u>	Spectrum Technology LLC	Email	No
<u>00015798</u>	Better Direct	Email	No
<u>00015866</u>	GENESIS SYSTEMS, INC	Email	No
<u>00016007</u>	Certified CIO	Email	No
<u>00016016</u>	McClair Computer Solutions, Inc.	Email	No
<u>00016036</u>	Frontline Security Solutions, LLC	Email	No
<u>00016136</u>	il2modular	Email	No
<u>00016139</u>	HOLMES&HOLMES ASSOCIATES	Email	No
<u>00016201</u>	Captisol	Email	No
<u>00016616</u>	Voice-N-Data Solutions	Email	No
<u>00016683</u>	Bluenog Corporation	Email	No
<u>00016786</u>	Carahsoft Technology Corp	Email	No
<u>00016949</u>	YHD SoftWare	Email	No
<u>00017004</u>	Stewart Staffing Support Services, Inc.	Email	No
<u>00017073</u>	Strativa Software	Email	No
<u>00017079</u>	Technology-ETC	Email	No
<u>00017086</u>	CGC Technologies	Email	No
<u>00017113</u>	Evergreen ITS	Email	No
<u>00017176</u>	Skyline Connections, Inc.	Email	No
<u>00017276</u>	Prepared Mind, LLC	Email	No
<u>00017277</u>	LCPtracker, Inc	Email	No
<u>00017436</u>	AppealCulture, Inc.	Email	No
<u>00017631</u>	Varinsic, Inc.	Email	No
<u>00017771</u>	communications Engineering, Inc.	Email	No
<u>00017797</u>	AAVISE Design, LLC	Email	No
<u>00018166</u>	Professional Technical Service	Email	No
<u>00018187</u>	d&s home theater	Email	No
<u>00018241</u>	Sal, Johnson & Associates	Email	No
<u>00018463</u>	EV TechNet, LLC	Email	No
<u>00018485</u>	ECS, Inc.	Email	No
<u>00019677</u>	Superior Technology Solutions Corporation	Email	No
<u>00019803</u>	Imaging Products International	Email	No
<u>00020273</u>	Blackboard Inc.	Fax	No
<u>00020859</u>	Deque Systems	Email	No
<u>00020896</u>	UNI/CARE Systems, Inc.	Email	No
<u>00020926</u>	Software Development and Services Corporation	Email	No
<u>00021040</u>	Column Technologies, Inc.	Email	No

<u>00021474</u>	Integrated Parking Solutions, LLC	Email	No
<u>00022209</u>	Red Software Solutions	Email	No
<u>00022364</u>	ELECTRONIC TECHNOLOGY ASSOCIATES	Email	No
<u>00022874</u>	FLORIDA MICRO INC.	Email	No
<u>00022864</u>	El Lago Technologies	Email	No
<u>00023120</u>	Crystal Castle Enterprises, Inc.	Email	No
<u>00023393</u>	Fusion Technology Solutions, LLC	Email	No
<u>00023601</u>	DanSources Technical Services, Inc.	Email	No
<u>00026114</u>	bhayana brothers llc	Email	No
<u>00026768</u>	Beach Trading Co. Inc.	Email	No
<u>00026006</u>	eRepublic	Email	No
<u>00026337</u>	Baabs LLC	Email	No
<u>00026339</u>	Adorama Education and Public Sector	Email	No
<u>00026400</u>	MVS Inc	Email	No
<u>00026642</u>	DP Consultant Inc	Email	No
<u>00026784</u>	Safari Micro, Inc	Email	No
<u>00027162</u>	Digital Plaza, LLC	Email	No
<u>00027296</u>	Premier Logic	Email	No
<u>00027607</u>	T&A Distributors, LLC	Email	No
<u>00027848</u>	CampusEAI Consortium	Email	No
<u>00027969</u>	Zane Networks LLC	Email	No
<u>00027983</u>	IT Konzepte, LLC	Email	No
<u>00028103</u>	ABSS Solutions, Inc.	For City Use Only	No
<u>00028817</u>	BizTech Fusion, LLC	Email	No
<u>00029137</u>	Detek	Email	No
<u>00029176</u>	Bowman Systems	Email	No
<u>00029660</u>	ALL3 COMMUNICATIONS	Email	No
<u>00030252</u>	Washington Professional Systems	Email	No
<u>00030284</u>	TVM Productions & Consulting, LLC	Email	No
<u>00030827</u>	R Systems Inc.	Email	No
<u>00030963</u>	Techne Partners LLC	Email	No
<u>00031046</u>	Dinkum Prospect LLC	Email	No
<u>00031701</u>	SysUSA	Email	No
<u>00031793</u>	VRS CONSULTING LLC	Email	No
<u>00032106</u>	The Wright Technical Consulting Group, LLC	Email	No
<u>00032633</u>	AlphaSix Corporation	Email	No
<u>00032669</u>	Envision Audio Video Group, LLC	Email	No
<u>00032676</u>	cognizant technology solutions u.s corporation	Email	No
<u>00032611</u>	Pro Sound & Video	Email	No
<u>00033296</u>	Sage Group Consulting, Inc.	Email	No
<u>00033324</u>	CJIS GROUP	Email	No
<u>00033660</u>	Gnet LLC	Email	No
<u>00034176</u>	The Lerro Corporation	Email	No
<u>00034437</u>	Viridian Development Corporation	Email	No
<u>00034480</u>	Geofeedia, Inc.	Email	No
<u>00036627</u>	Ampous Inc	Email	No
<u>00036953</u>	Custom Runs LLC	Email	No
<u>00036903</u>	Denovo Ventures, LLC	Email	No
<u>00038069</u>	Amile Media LLC	Email	No
<u>00038481</u>	Accuvant, Inc.	Email	No
<u>00038637</u>	NowForce Inc.	Email	No
<u>00036804</u>	Emerson Process Management Power & Water Solutions, Inc.	Email	No
<u>00037655</u>	CW Technologies LLC	Email	No

## Vendor Profile - Geofeedia, Inc.

[Organization Information](#) [Users](#) [Address](#) [Commodity Codes and Services](#) [Regions](#) [Terms & Categories](#) [Attachments](#) [Vendor Performance](#)

## Commodity Codes and Services Information

Active	Code	Description	Date Added
<input checked="" type="checkbox"/>	208-11	Application Software, Microcomputer	10/07/2013
<input checked="" type="checkbox"/>	208-20	Business Software, Misc. Agenda, Labels, Mail List, Planning, Scheduling, etc.	10/07/2013
<input checked="" type="checkbox"/>	208-53	Integrated Software	10/07/2013
<input checked="" type="checkbox"/>	208-54	Internet and Web Site Software for Microcomputers	10/07/2013

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<u>00038240</u>	Applied Information Sciences	Email	No
<u>00038267</u>	5 Star Consulting Group, LLC	Email	No
<u>00038316</u>	DMD Data Systems	Email	No
<u>00038964</u>	Rebnetik Enterprises LLC	Email	No
<u>00039467</u>	Bridges System Integration	Email	No
<u>00039694</u>	Firmus IT Solutions, LLC	Email	No
<u>00039829</u>	ITA Solutions, Inc.	Email	No

## Attachments:

R646012-GeoFeedia

## Item information

<b>Item # 1:</b> Option B: 1 Year Term User Licenses						<b>1RGP - Gone to PO</b>				
NIGP Code: <u>209-83</u> Software, Mini/Mainframe Computer (Not Otherwise Classified)										
PO # / PO Item #: <u>P529173 / 1</u>										
Qty	Unit Cost	Net Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost	
2.0	\$1,200.00	\$1,200.00	EA - Each	0.00%	\$0.00		\$0.00	\$0.00	\$2,400.00	
Manufacturer:			Brand:			Model:				
Make:			Packaging:							
Req Item Work Order Number:										
Account Code							Amount			
1001-000000-2023-212600-604009							\$2,400.00			
						Recommended Vendor: 00034480 - GeoFeedia, Inc. Michael Mulroy 820 Davis Street Suite 408 Evanston, IL 60201 US Email: <a href="mailto:mike@geofeedia.com">mike@geofeedia.com</a> Phone: (312)257-2925 FAX: (312)508-5535				

<b>Item # 2:</b> Option B: 1 Year Term - Monitored Locations						<b>1RGP - Gone to PO</b>				
NIGP Code: <u>840-76</u> Video Projectors, Accessories and Parts										
PO # / PO Item #: <u>P529173 / 2</u>										
Qty	Unit Cost	Net Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost	
5.0	\$1,200.00	\$1,200.00	EA - Each	0.00%	\$840.00		\$0.00	\$0.00	\$5,160.00	
Manufacturer:			Brand:			Model:				
Make:			Packaging:							
Req Item Work Order Number:										
Account Code							Amount			
1001-000000-2023-212600-604009							\$5,160.00			
						Recommended Vendor: 00034480 - GeoFeedia, Inc. Michael Mulroy 820 Davis Street Suite 408 Evanston, IL 60201 US Email: <a href="mailto:mike@geofeedia.com">mike@geofeedia.com</a> Phone: (312)257-2925 FAX: (312)508-5535				

## Approval Path:

Delete	Approver	Order Sequence	Approval Path ID	Level	Approver Type	Date Requested	Date Approved/Disapproved/Canceled	Approved/Disapproved/Canceled by	Comment View
		1	D-BCPD-IT	5	Primary		07/23/2014 01:34:04 PM	Andrew Nebus	

	Andrew Nebus					07/17/2014 01:42:27 PM			Per attached requirements for bid.
	Angela Alston	2	D-BCPD1	10	Primary	07/17/2014 01:42:27 PM	07/23/2014 02:31:39 PM	Angela Alston	
	Caroline Sturgis	3	D-BCPD1	20	Primary	07/17/2014 01:42:27 PM	07/24/2014 08:40:54 AM	Delphine Smith	
	Jerome Mullen	4	MOIT-APPRV	10	Primary	07/17/2014 01:42:27 PM	07/25/2014 08:32:35 AM	Jerome Mullen	
	Kirsten Silveira	5	BUDSAFEST5	10	Primary	07/17/2014 01:42:27 PM	07/25/2014 04:18:31 PM	Kirsten Silveira	

Clone Requisition

Print

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**BPD Requirements Document for  
Location-aware situational awareness solution for open source intelligence**

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The Baltimore Police Department, Analytical Intelligence Section pursuing applications to provide situational awareness and intelligence with integrated crisis mapping to improve disaster response, community policing, criminal investigation, counter-terrorism and security operations. In order to perform these objectives the Agency is requesting a software solution with the following requirements:

- The software must be a cloud based solution that requires no hardware other than a computer or mobile device to access the solution.
- The solution must process and map existing geo-tagged data from multiple real-time open source intelligence sources based on geo-data not only on keywords.
- All Historical data captured within the software must be archived and searchable for a minimum of 28 days. Data that is relevant to an investigation must have the ability to be indefinitely archived either within the system or exported.
- Any data relevant to an investigation must comply with legal chain of custody standards for the State of Maryland.
- The solution must have the ability to monitor multiple geographic locations for geo-tagged data.
- Allow end-users to create and save these geographic boundaries and share them within the solution. This cannot require advanced configuration changes.
- Allow end-users to save searches and search results and share them to view without requiring additional licenses to view results.
- The solution should have a platform end-user system interface for use on any device, preferably web based, with individual log-ins. The solution must be able to run on a windows PC environment as well as on Android and Apple mobile devices.
- Have an Application Programming Interface (API) supporting re-use of data via standard web feed formats (RSS, ATOM, GeoRSS). The license should also permit this use.
- The solution must integrate with ESRI's ArcGis mapping software.
- View multi-media inline, without requiring an end-user to launch additional applications.



## Vendor Profile - Geofeedia, Inc.

[Organization Information](#) | [Users](#) | [Address](#) | [Commodity Codes and Services](#) | [Regions](#) | [Terms & Categories](#) | [Attachments](#) | [Vendor Performance](#)

## General Organization Information

<b>Vendor ID:</b>	00034480	<b>Alternate ID:</b>		<b>Company Name:</b>	Geofeedia, Inc.
<b>Vendor Legal Name:</b>	Geofeedia, Inc.	<b>Status:</b>	Active	<b>Status Change Reason:</b>	
<b>Tax ID Type:</b>	EIN	<b>Incorporation Details - State:</b>	IL	<b>Year of Incorporation:</b>	1
<b>Tax ID#:</b>	*****8621	<b>Business Description:</b>	Social media monitoring services	<b>Preferred Delivery Method:</b>	Email
<b>Vendor Email:</b>	mike@geofeedia.com	<b>Vendor Fax:</b>	3125085535	<b>1099 Vendor:</b>	No
<b>Comment:</b>	Change in Preferred Delivery Method to email				
<b>Emergency Supplier:</b>	No				
<b>Emergency Phone:</b>	3122572925				
<b>Emergency Contact Name:</b>	Michael J Mulroy				
<b>Emergency Email:</b>	mike@geofeedia.com				
<b>Emergency Info Comment:</b>					
<b>Referenced Vendor:</b>	No				
<b>User Last Updated:</b>	CPARNAU	<b>Date Last Updated:</b>	02/18/2016 04:45:11 PM		

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## Vendor Profile - Geofeedia, Inc.

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Active	Code	Description	Date Added
<input checked="" type="checkbox"/>	208-11	Application Software, Microcomputer	10/07/2013
<input checked="" type="checkbox"/>	208-20	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc.	10/07/2013
<input checked="" type="checkbox"/>	208-53	Integrated Software	10/07/2013
<input checked="" type="checkbox"/>	208-54	Internet and Web Site Software for Microcomputers	10/07/2013

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# BALTIMORE POLICE DEPARTMENT



BRANDON M. SCOTT  
Mayor

MICHAEL S. HARRISON  
Police Commissioner

June 17, 2021

Mary Pat Dwyer  
Fellow, Liberty & National Security Program  
1140 Connecticut Avenue NW, Suite 1150  
Washington, DC 20036  
dwyer@brennan.law.nyu.edu

Re: MPIA Request 20-0187  
Follow Up from Meeting with the Brennan Center

Dear Ms. Dwyer:

This correspondence is in regards to the follow up questions given to BPD in reference to our meeting for MPIA request 20-0187.

**Follow up Request #1:** Wants BPD to check for additional attachments related to the Geofeedia Order form.

**Follow up Response #1:** See attached the General Conditions for Informal Bid/Contract, the Information for Board of Estimate Letter, the Open Market Purchase Order P533319, the Open Market Requisition R646012, Vendor Profile, BPD Requirements for Location-aware situational awareness solution for source intelligence, Geofeedia Service Agreement, and Requisition 5622015A for Geofeedia.

**Follow up Request #2:** Wants BPD to check for information from the Baltimore Sun article referencing a 2016 MPIA request: Alison Knezevich, *Police In Baltimore, Surrounding Communities Using Geofeedia To Monitor Social Media Posts*, BALTIMORE SUN (Sep. 5, 2016), <https://www.baltimoresun.com/news/investigations/bs-md-geofeedia-police-20160902-story.html>. Requested the MPIA request from the above reporter and BPD's response.

**Follow up Response #2:** See attached BPD's MPIA Request from the Baltimore Sun reporter Alison Knezevich along with BPD's response.

**Follow up Request #3:** Requested email searches for references to social media monitoring products – such as Geofeedia, Snaptrends, Firestorm, Media Sonar, Social Sentinel, or Dunami – or obtaining a written statement from the BPD that no new tools have been used to monitor social media since the BPD discontinued its relationship with Geofeedia. Also, requested a written statement to avoid the time and efforts of email searches

**Follow up Response #3:** BPD would not be able to do an email search for social media monitoring products – such as Geofeedia, Snaptrends, Firestorm, Media Sonar, Social Sentinel, or Dunami unless you provide the Custodians associated with the product names. Upon information and belief, and based on the feedback I received from the Custodians that have knowledge of Geofeedia. BPD is not aware of hiring any contractors, individuals, or companies after Geofeedia was discontinued.

I hope the above responses satisfies your follow up questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Dana A. Saboor".

Dana Abdul Saboor  
Paralegal  
Baltimore City Police Department  
Document Compliance Unit

Cc: Lisa Kershner  
Public Access Ombudsman