AGENDA 3:00 P.M.

CITY COUNCIL MEETING WEDNESDAY, AUGUST 13, 2025

NOTES:

- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

www.SedonaAZ.gov

THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT WWW.SEDONAAZ.GOV OR ON CABLE CHANNEL 4.

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.
- No disruptive behavior or profane language will be allowed.

PROCEDURES:

- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/microphone.
- State your:
  1. Name and
  2. City of Residence
- Limit comments to **3 MINUTES.**
- Submit written comments to the City Clerk.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE
2. ROLL CALL
3. SPECIAL BUSINESS LINK TO DOCUMENT =
   a. AB 3240 **Discussion/possible direction** regarding the City's ALPR (Automatic License Plate Reader) Program with Flock Group, Inc.
   b. **Discussion/possible action** regarding ideas for future meetings/agenda items.
4. EXECUTIVE SESSION

   Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

   a. To consult with legal counsel for advice regarding matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
   b. Return to open session. **Discussion/possible action** regarding executive session items.
5. ADJOURNMENT

Posted: 8/05/2025

By: DJ

JoAnne Cook, CMC
City Clerk

Note: Pursuant to A.R.S. § 38-431.02(B) notice is hereby given to the members of the City Council and to the general public that the Council will hold the above open meeting. Members of the City Council will attend either in person or by telephone, video, or internet communications. The Council may vote to go into executive session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney. Because various other commissions, committees and/or boards may speak at Council meetings, notice is also given that a quorum of members of these other City commissions, boards, or committees may be in attendance.

A copy of the packet with material relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at www.SedonaAZ.gov. The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Sedona makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Sedona City Council meetings are recorded and may be viewed on the City of Sedona website. If you permit your child to attend/participate in a televised City Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.

Agenda Item: 3a
Proposed Action & Subject: Discussion/possible direction regarding the City's ALPR (Automatic License Plate Reader) Program with Flock Group, Inc.

Department	Police Department/ Chief Foley
Time to Present	60 mins.
Total Time for Item	120 mins.
Other Council Meetings	N/A
Exhibits	A. Power Point B. Draft Policy C. Supporting Docs D. Contract

Finance Approval	Reviewed 8/1/25 BGW
City Attorney Approval	Reviewed 7/30/25 KWC
City Manager's Recommendation	Direction to staff on implementation of new system. ABS 7/31/25

Expenditure Required
$ n/a
Amount Budgeted
$ n/a
Account No. (Description)

SUMMARY STATEMENT

Background: The Sedona Police Department is implementing Automated License Plate Reader (ALPR) technology to enhance public safety, improve traffic enforcement, and support criminal investigations in the City of Sedona. This initiative is part of the Department's broader strategy to modernize public safety tools while preserving community trust and ensuring compliance with all applicable privacy and data protection laws.

ALPR systems use specialized cameras, mounted at fixed locations and on patrol vehicles, to automatically capture and process images of vehicle license plates. These images are processed using Optical Character Recognition (OCR) software to extract plate numbers, which are then securely checked against law enforcement databases. The system is used to assist with identifying:

- Stolen vehicles
- Wanted persons
- Vehicles related to Amber Alerts

- Parking violations (where applicable)
- Vehicles connected to criminal investigations

Privacy Protections:

The Sedona Police Department remains committed to protecting the privacy of residents and visitors. Key privacy safeguards include:

- **No facial recognition or occupant imaging** – The system captures only the rear of the vehicle and license plate.
- **Restricted data access** – Only authorized personnel may access ALPR data, and only for legitimate law enforcement purposes.
- **Secure data retention** – All data is securely stored and retained in accordance with state and federal regulations, with automatic purging after a defined retention period unless legally required for an investigation.

Operational Benefits:

- **Enhanced public safety** – Officers receive real-time alerts when a vehicle of interest is detected, improving response times.
- **Improved traffic and parking enforcement** – ALPR systems assist in managing roadway safety and enforcing applicable violations.
- **Investigative support** – ALPR data provides leads in crimes such as vehicle theft, fraud, and locating missing persons.

Deployment Status:

The City has entered into a two-year contract with Flock Group, Inc., to provide the ALPR services to the City based off a cooperative purchasing agreement using the City of Tempe's agreement with Flock. Initial installation costs and two-years of service costs will not exceed $83,600 total ($87,146 inclusive of tax). As of the date of this report, ALPR technology is fully installed at designated fixed locations however it is not currently being utilized, and access is limited to program administrator Commander Dowell. All relevant staff have completed training, and the ALPR Draft Policy is ready for implementation.

Conclusion:

The ALPR implementation significantly enhances Sedona's law enforcement capabilities while balancing the need for public safety with privacy, accountability, and transparency. The technology delivers real-time benefits for officers in the field and supports broader criminal justice efforts across jurisdictions.

For further questions or to request a presentation, the Sedona Police Department remains available to provide additional information to the City Council and public.

Climate Action Plan/Sustainability Consistent: ☒**Not Applicable**

Board/Commission Recommendation: ☒**Not Applicable**

Alternative(s): NA

MOTION

I move to: For direction only.

Sedona Police Department

Automated License Plate Reader (ALPR) Technology Overview



Purpose of Presentation

- Provide an overview of how ALPR Technology works
- Provide an overview of what it does and what it does not do
- Provide a comprehensive overview of ALPR use in Arizona and nationally
- Share agency adoption statistics and vendor trends
- Support informed discussion about Sedona's policy
- Address community questions with support from Flock Safety representative



What is ALPR Technology?

- Automated cameras that capture images of license plates - Convert images to machine-readable data
- Match against national and local law enforcement databases (stolen vehicles, warrants, alerts)
- Provide alerts and investigative leads



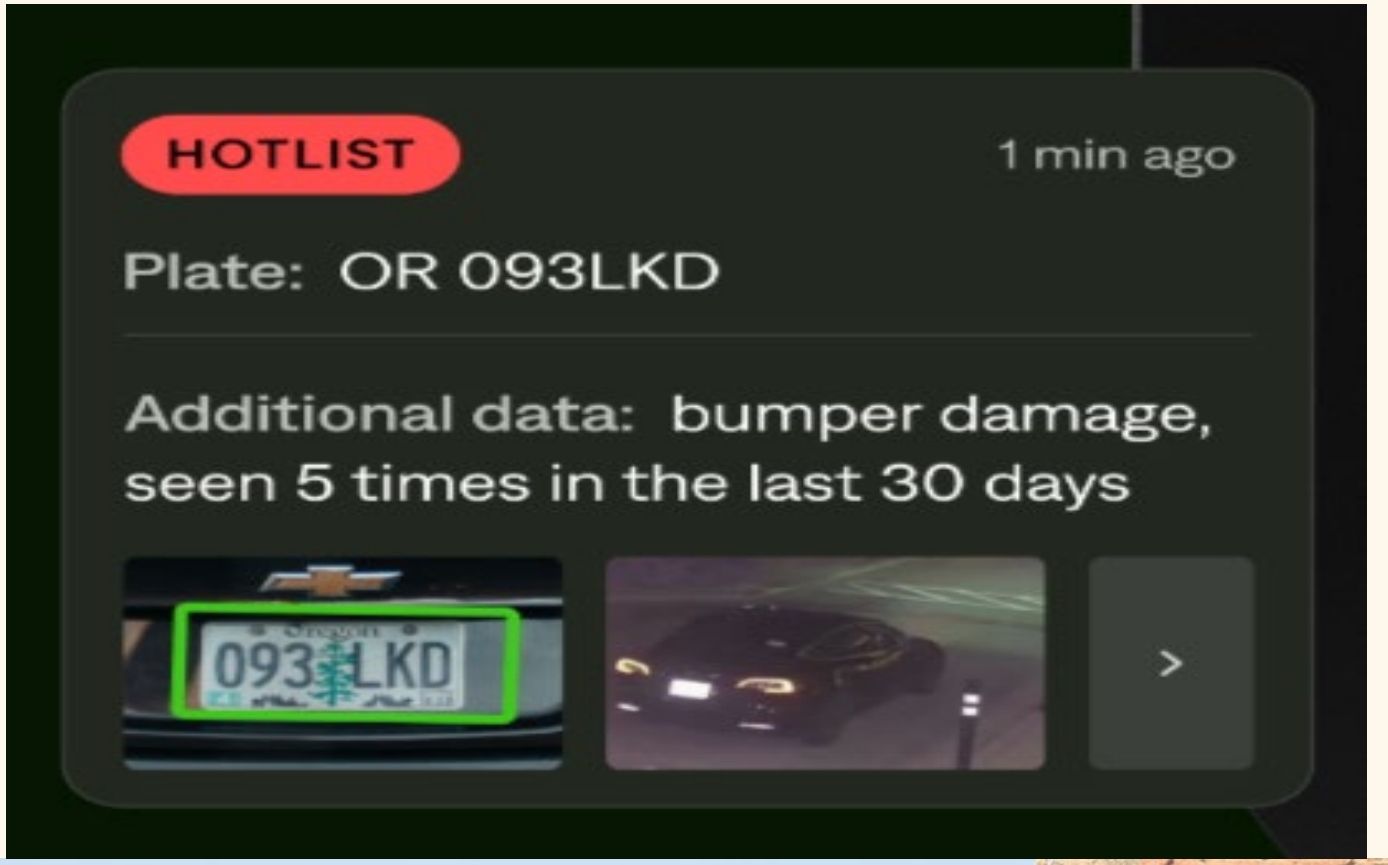
What is ALPR Technology?



What is ALPR Technology?



What is ALPR Technology?



Benefits of ALPR

- ✓ Rapid identification of suspect vehicles
- ✓ Supports Amber, Silver, Turquoise, Blue Alerts and stolen vehicle recovery
- ✓ Reduces investigative time, increases efficiency
- ✓ Expands coverage beyond officer line-of-sight



Detailed Overview of Flock ALPR Technology (What it DOES)

- Captures license plate numbers and vehicle details (make, model, color, unique features)
- Sends real-time alerts when matching plates are identified – Data is encrypted and stored securely in a cloud database
- Uses advanced algorithms for accurate plate recognition, even at night or during adverse weather



Detailed Overview of Flock ALPR Technology (What it DOES NOT Do)

- Does not have facial recognition abilities
- Does not run license plates through AZ MVD for registered owners and address, only checks license plates through NCIC and Hot Lists (Suspect Entry tool)
- Does not take video
- Does not record traffic violations
- Does not hold images over 30 days



ALPR in Arizona – Widespread Use

- Over 65 law enforcement agencies in Arizona currently use ALPR
- Includes municipal police, county sheriff's offices, universities, and tribal agencies
- Common vendor: Flock Safety and Vigilant
- Used for crime prevention, investigations, and public safety



ALPR Arizona Snapshot

- Examples:
  - NAU PD – 10 Flock
  - Flagstaff PD – 32 Flock
  - Cottonwood PD – 11 Flock
  - Prescott PD - Over 60 Flock
  - Prescott Valley PD – Over 60 Flock
  - AZ DPS, AZ ADOT (Port of Entries), ASU PD, UofA PD, Phoenix PD, Tucson PD, Surprise PD, Peoria PD, Camp Verde Marshal's Office, Payson PD, Chino Valley PD, Chandler PD, Queen Creek PD, Yavapai, Maricopa, Navajo, & Pima County Sheriff's Offices, Mesa PD, Goodyear PD, Scottsdale PD, Show Low PD, Snowflake Taylor PD, Paradise Valley PD, Gila River Indian PD.

ALPR National Snapshot

- Over 30 U.S. states represented in partial sample (267 agencies Nationwide):
  - Eugene PD OR – 94 Flock
  - Cleveland PD OH – 100 Flock
  - Chesterfield County, VA – 132 Flock
  - Seattle, WA PD
  - New York City NY, Los Angeles CA, Dallas TX, Houston TX, Kansas City KS, New Orleans LA, Savannah GA, Jacksonville FL, Ontario CA, Provo UT, Aurora CO, Tulsa OK, San Luis Obispo CA, Medford OR, Allentown PA, Kenosha WI, Elizabeth NJ, South Portland ME, Revere MA, Richmond VA, Washington DC, Dearborn MI, Raleigh NC, Richmond County SC, Ridgeland MS, Atlanta GA, Jefferson County AL, Shelby County TN, Oak Lawn IL, and more



ALPR Success Stories

1. Cottonwood Robbery Suspect

In January 2024, an armed robbery occurred at a local gas station in Cottonwood, and although witnesses could not provide a license plate, they described the suspect vehicle. Communications specialists utilized nearby license plate reader data to identify the vehicle, leading to the suspect's arrest within an hour.

2. Cottonwood PD Stolen License plate and Fentanyl arrest

On April 31st, 2024, a person stole a license plate from a vehicle that was parked inside a retail store parking lot. On May 6, 2024, the subject was arrested for theft after the stolen plate was located through a Flock alert. In addition to recovering the stolen license plate, the subject was found to be in possession of multiple "M30" pills containing fentanyl along with suspected cocaine and related drug paraphernalia.

3. Cottonwood PD Warrant and Aggravated Sexual Abuse of a Child arrest

On February 12, 2025, a Flock Alert was received for a wanted subject from Utah. The vehicle was located, and the driver was subsequently arrested for an outstanding warrant from Weber County, Utah. The driver was arrested for arrest warrant charges of Aggravated Sexual Abuse of a child and twenty (20) counts of Sexual Exploitation of a Minor.

4. Cottonwood PD Hit and Run arrest

On April 13th, 2025, officers used Flock to locate a vehicle in a neighboring city that was involved in a hit-and-run accident in Cottonwood on prom night. Officers were able to locate the vehicle and the hit-and-run driver. The driver was arrested for hit and run as well as consumption of alcohol under the age of 21.



ALPR Success Stories

1. Prescott PD Prescription Drug Arrest

On April 11th, 2025 A flock search was used to locate a suspect vehicle for a case involving stolen prescription drugs and Dangerous Drugs Obtained Illegally. The vehicle was last seen on the flock camera in the area of Whetstine Ave. and Mosher Lane. The suspect was located on Mosher Lane and arrested by detectives.

2. Prescott PD Sexual Assault Suspect Arrest

On May 1, 2025 Flock was used to identify a sexual assault suspect's vehicle, which was later located at a local rehab facility where investigations performed surveillance and took the suspect into custody.

3. Prescott PD Structure Fire involving death investigation

On the morning of June 28, 2025, a Flock alert provided the location for a vehicle belonging to a person of interest in a structure fire that involved a death. The person of interest was located successfully and questioned due to the flock alert.



ALPR Success Stories

1. Prescott Valley PD Aggravated Assault/ Shooting Arrest

Officers responded to a report of shots fired between two vehicles in a residential area. Surveillance footage and Flock camera data led to the identification of a white Toyota Camry, which was stopped with a possible bullet hole. A firearm, still hot to the touch, was recovered, and one adult was arrested on multiple felony charges.

2. Prescott Valley PD Manslaughter Felony DUI Arrest

Police received a Flock/LPR alert for a vehicle associated with a subject wanted for manslaughter. Officers conducted a high-risk stop after locating the vehicle and arrested the driver on felony and DUI drug charges. A 12-year-old passenger was safely turned over to family.

3. Prescott Valley PD Felony Arrest

Two women were pushed from a moving vehicle traveling at high speed and sustained serious injuries. The vehicle was later located through Flock/LPR, and the suspect was arrested and charged with multiple felonies.

4. Prescott Valley PD Felony Theft Arrest

A suspect took a loose French Bulldog from outside a local market without attempting to locate the owner. Officers used vehicle description and Flock data to recover the dog and charge the suspect with felony theft.



ALPR Success Stories

1. Ocean City, Maryland - Wanted Murder Suspect Arrested

Ocean City Police received an LPR alert for a vehicle linked to an attempted murder suspect. Acting quickly on the tip, they apprehended the suspect without incident.

2. Ft. Bragg, California -Shutting Down a Catalytic Converter Theft Ring

A Flock Safety LPR camera flagged a stolen vehicle tied to catalytic converter thefts. It led to a multi-state task force operation that dismantled an organized theft ring, recovering hundreds of stolen parts, cash, and weapons.

3. Kansas City, Kansas - Saving a Missing Elderly Woman

In another Flock-assisted effort, an LPR alert helped locate and safely return an elderly woman who had gone missing, avoiding the need for a Silver Alert.

4. Alameda County Fugitive Apprehension

An LPR hit from Alameda County led to a joint effort with the Kansas Highway Patrol, locating and arresting a murder suspect named Reed. He was extradited, facing two murder charges.



ALPR Success Stories

Examples of Flock Success in Prescott Valley Police Cont.:

- A suspect entered a fitness center without authorization, stole vehicle keys from a cubicle, and drove off in the victim's car. Using Flock/LPR, the vehicle was tracked and the suspect detained; charges included multiple felonies and misdemeanors linked to this and a prior theft case.
- A pickup truck was seen speeding and being driven erratically by a heavily intoxicated individual who fled from deputies. Flock footage helped confirm the vehicle's involvement in a collision, and the suspect was arrested after resisting law enforcement.
- A subject was reported to have made threats of harm toward himself and a doctor before a medical appointment. Officers located the subject using Flock/LPR, found a firearm in the vehicle, and transported him to the hospital for mental health evaluation.
- A man with dementia went missing, and his vehicle was entered into the Flock system. He was located the next day in a nearby area, given medical attention, and taken to a hospital for care.
- A suspect committed auto burglary and theft, then fled the area. Thanks to a witness photo and Flock camera tracking, the suspect was located the next day, admitted to the crime, and was arrested. Some of the stolen property was recovered.



Why Sedona?

With over 3 million visitors annually, Sedona faces unique challenges. Among these visitors are individuals wanted for crimes in other jurisdictions—some of whom travel to our community to commit offenses and then flee back to metropolitan areas like Phoenix or to other states. ALPR technology provides Sedona Police with a real-time tool to identify and intercept these suspects before they can further victimize our residents and businesses. It would also assist Sedona PD to find and prosecute those suspects who leave the area after committing the crimes



Why Sedona?

Additionally, Sedona frequently hosts high-profile individuals, including U.S. Senators, military generals, Supreme Court Justices, celebrities, and international dignitaries. These visitors often require heightened security due to potential threats from terrorist organizations, extremist groups, or lone actors. Flock ALPR systems will assist the Sedona Police Department in proactively identifying and tracking suspicious vehicles associated with potential threats—strengthening protective operations and enhancing response capabilities, all while ensure the safety of Sedona citizens as well.



Why Sedona?

By integrating this proven technology, the City of Sedona aligns itself with modern, data-driven policing strategies that protect residents, support law enforcement, and ensure that those who come to do harm—whether to our community or our guests—are detected and held accountable.



Accountability & Privacy

- Data access limited to authorized law enforcement personnel
- Data is encrypted and logged
- Most agencies retain data for up to 30 days unless it is part of an active investigation
- Public transparency and oversight are growing nationally



Sedona PD ALPR Policy

Authorized Uses

- Investigating crimes against persons or property as part of official law enforcement business.
- Locating missing persons, including instances involving Amber Alerts or Silver Alerts.
- Supporting patrol operations or criminal investigations by gathering evidence to identify, apprehend, and prosecute criminal offenders.
- Locating vehicles that are stolen, wanted, or otherwise the subject of a criminal investigation, including those listed on active hotlists.
- Responding to emergency events requiring rapid vehicle identification or location.
- Locating or apprehending individuals subject to arrest warrants.
- Locating victims or witnesses associated with ongoing criminal investigations.



Sedona PD ALPR Policy

Operational Procedures

- No member of this department shall operate ALPR equipment or access ALPR data without first completing Department-approved training. This includes an understanding of applicable laws, system functionality, data handling protocols, and user responsibilities. Officers operating ALPRs must, when practicable, confirm the system's information by independently verifying the hit through secondary means, such as querying the Arizona Law Enforcement Telecommunication System (ALETS). Enforcement actions based solely on ALPR alerts should not be taken without such confirmation.

- Access to ALETS or the National Law Enforcement Telecommunications System (NLETS) is restricted to personnel who are specifically authorized to access those databases and who are in compliance with associated use protocols.



Sedona PD ALPR Policy

Access Control & Security

- Authorized users with individual secure logins
- All access activity logged (user, date/time, purpose)
- Mandatory documentation for ALPR queries (Report number, call number, etc.)
- Data sharing limited to verified law enforcement employees and prosecutors

Sedona PD ALPR Policy

Auditing & Compliance

- Quarterly audits to ensure compliance with policies
- Review user logs, data retention, and sharing
- Violations documented and individuals disciplined accordingly, up to and including termination and criminal prosecution

Sedona PD ALPR Policy

Training Requirements

- Initial and periodic refresher training required
- Training shall cover system operation, laws, case law, and policy
- Only trained personnel are authorized to access ALPR systems

Questions & Community Concerns

Flock ALPR is not a mass surveillance tool; it is a focused, objective investigative asset governed by strict data retention policies and transparency protocols. It enhances public safety without compromising community privacy.



Questions & Community Concerns

- Privacy and civil liberties are valid concerns
- Use policies must ensure appropriate access and retention
- Courts and states continue to define legal boundaries
- Community dialogue is essential to implementation



Flock Safety Representative
Hamza Al Baroudi

- Provide a system demonstration
  - Pictures and information that the ALPR captures
  - Audit Logs
- Technical and policy questions
- Clarify data privacy and security standards

Public Transparency & Oversight

The Sedona Police Department is committed to transparency regarding its use of ALPR technology. The Department will continue to provide general information about the program through public channels, including the City website.

ALPR systems are a standard tool in modern law enforcement, currently used by agencies throughout the region, state, and nation. Their deployment in Sedona is consistent with recognized best practices and intended solely to support public safety efforts while maintaining respect for civil liberties and individual privacy.



Conclusion

Questions?



AUTOMATED LICENSE PLATE READER (ALPR) TECHNOLOGY

This policy establishes guidelines for the use, management, and retention of data related to Automated License Plate Reader (ALPR) technology by the Sedona Police Department. ALPR systems use specialized cameras and Optical Character Recognition (OCR) software to detect and record license plate data. The purpose of this system is to enhance public safety, support criminal investigations, locate wanted or missing persons, and identify vehicles involved in criminal activity or subject to alerts such as Amber or Silver Alerts.

ALPR technology serves as a force multiplier, allowing the department to proactively monitor vehicle movements and respond more efficiently to crimes without requiring continuous manual surveillance by officers. The system is intended to be used in a manner that is consistent with applicable laws, protects individual privacy, and ensures data security.

DEFINITIONS

For the purposes of this policy:

- **ALPR Detection/Record** refers to an instance in which a vehicle's license plate is imaged, read, and stored by the system.
- **Contextual Image** means an overview photo that includes surrounding visual context along with the plate image.
- **Fixed Camera** is an ALPR device mounted to a permanent structure such as a traffic pole.
- **Mobile Camera** refers to a vehicle-mounted ALPR unit operated by patrol or investigative personnel.
- **Hot List** consists of plate numbers associated with stolen vehicles, wanted subjects, Amber Alerts, and related law enforcement alerts.
- **Hit** indicates a match between a scanned license plate and one on a hot list.
- **Misread** occurs when OCR software incorrectly interprets license plate characters.
- **PII (Personal Identifying Information)** includes any data that could identify a person, such as name, DOB, or SSN.
- **Third-Party Data** is ALPR data collected by vendors or other agencies but accessed by law enforcement.

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SYSTEM MANAGEMENT

All installation, maintenance, and operation of ALPR equipment shall be coordinated by the Support Services Commander or their designee, as assigned by the Chief of Police. The commander is responsible for assigning department personnel to oversee daily functionality of ALPR hardware and software, and for ensuring proper retention, access control, and operational integrity of the system.

Flock Safety has been selected as the vendor responsible for supplying, installing, and maintaining the ALPR infrastructure. The Sedona Police Department shall retain full operational control of the program and manage the use of all associated data.

OPERATIONAL GUIDELINES

Use of an ALPR is strictly limited to official, authorized purposes as defined by this policy. Department personnel shall not use, or allow others to use, ALPR equipment or associated database records for any unauthorized or personal purpose. Any unauthorized access or misuse is grounds for disciplinary action up to and including termination.

Permitted uses of the ALPR system include, but are not limited to:

- Investigating crimes against persons or property as part of official law enforcement business.
- Locating missing persons, including instances involving Amber Alerts or Silver Alerts.
- Supporting patrol operations or criminal investigations by gathering evidence to identify, apprehend, and prosecute criminal offenders.
- Locating vehicles that are stolen, wanted, or otherwise the subject of a criminal investigation, including those listed on active hotlists.
- Responding to emergency events requiring rapid vehicle identification or location.
- Locating or apprehending individuals subject to arrest warrants.
- Locating victims or witnesses associated with ongoing criminal investigations.

Additionally, partial license plates reported during major crimes may be manually entered into the ALPR system to assist in identifying suspect vehicles through pattern recognition and investigative cross-referencing.

No member of this department shall operate ALPR equipment or access ALPR data without first completing Department-approved training. This includes an understanding of applicable laws, system functionality, data handling protocols, and user responsibilities. Officers operating ALPRs must, when practicable, confirm the system's information by independently verifying the hit through secondary means, such as querying the Arizona

DRAFT

Law Enforcement Telecommunication System (ALETS). Enforcement actions based solely on ALPR alerts should not be taken without such confirmation.

Access to ALETS or the National Law Enforcement Telecommunications System (NLETS) is restricted to personnel who are specifically authorized to access those databases and who are in compliance with associated use protocols.

The ALPR system may also be used in conjunction with live camera feeds, where available, to assist in real-time location and tracking of vehicles of interest. Officers and authorized analysts utilizing this functionality must adhere to established verification steps prior to initiating enforcement or investigative action based on a live hit.

INVESTIGATIVE USE AND HOT LISTS

Sworn personnel assigned to investigative units may access historical ALPR records to develop leads, corroborate witness statements, or identify vehicle movements related to open cases. Custom hot lists may be entered into the system by authorized personnel; responsibility for managing notifications and maintaining list accuracy lies with the entering user. All hot list entries shall be approved by a supervisor prior to entry into the ALPR system.

Partial plates associated with major incidents may be entered to generate leads through pattern matching.

DATA RETENTION AND STORAGE

All ALPR data shall be stored on secure, department-managed, or vendor-supported servers. Unless retained for official evidentiary purposes, ALPR records will be automatically purged after a maximum of 30 days. Data associated with active investigations shall be downloaded to portable media, impounded as digital evidence, and retained in accordance with Arizona Evidence Retention Laws.

The Support Services Commander is responsible for ensuring that data is purged in accordance with department policy and legal standards.

ACCESS CONTROL AND SECURITY

Access to ALPR data is restricted to department-authorized users who have completed approved training in the operation, legal use, and data handling protocols of ALPR systems. All users must access the system through unique, password-protected accounts, and all system activity shall be logged, including the user's identity, date and time of access, and the purpose for accessing or querying ALPR data.

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All searches, inquiries, or hot list entries must include an associated Department Report (DR) number, call for service number, administrative investigation number, or civil citation number. This requirement ensures traceability, reinforces accountability, and prevents misuse of the system. Unauthorized use or access will result in disciplinary action, and may include the loss of ALPR system access.

ALPR data may be shared with other verified law enforcement agencies at the local, state, or federal level for legitimate investigative or public safety purposes, and may also be disclosed to prosecutors in accordance with applicable law.

Requests for ALPR data from non-law enforcement personnel or outside entities shall be referred directly to the Support Services Commander. Any such request must be processed in accordance with state and federal public records laws, and must include an authorized, lawful purpose to be considered.

All ALPR data stored on department servers is accessible only through secure login systems capable of recording and auditing user activity. The Sedona Police Department employs both technological and procedural safeguards to ensure the protection of stored data against unauthorized access, alteration, or disclosure.

Only those individuals with a defined law enforcement purpose—such as a specific criminal investigation, official administrative inquiry, or department-related civil proceeding—may access ALPR data. The Sedona Police Department expressly prohibits the use of ALPR data for personal, political, or otherwise unauthorized reasons.

Audits of ALPR system usage and data access shall be conducted on a regular basis to verify compliance with department policy and applicable laws. These audits will be overseen by the Support Services Commander or their designee and shall include a review of user logs, system queries, data retention compliance, and third-party data sharing activity. Any violations discovered during the audit process shall be documented and addressed through the department's disciplinary procedures.

TRAINING REQUIREMENTS

All personnel operating ALPR equipment or accessing ALPR databases must complete initial training covering system operation, legal constraints, case law, and department policy. Refresher training will be conducted periodically, particularly following changes in policy, law, or technology. Only those who have completed required training are authorized to use the ALPR system.

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AUDITING AND COMPLIANCE

The Support Services Commander or designated supervisory personnel shall conduct quarterly audits of the ALPR system to verify compliance with department policy and applicable laws. The audit shall include a review of user access logs, system usage, data sharing, and data purging schedules.

Discrepancies or misuse shall be documented and addressed in accordance with department disciplinary procedures, up to termination, and may result in revocation of access.

PUBLIC TRANSPARENCY AND OVERSIGHT

The Sedona Police Department is committed to transparency regarding its use of ALPR technology. Although specific camera locations will not be disclosed due to operational security, the Department will continue to provide general information about the program through public channels, including the City website and periodic press releases.

ALPR systems are a standard tool in modern law enforcement, currently used by agencies throughout the region. Their deployment in Sedona is consistent with recognized best practices and intended solely to support public safety efforts while maintaining respect for civil liberties and individual privacy.

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IN FOCUS

July 21, 2025

Automated License Plate Readers: Background and Legal Issues

Automated license plate readers (ALPRs) are camera systems that capture the license plate data of vehicles, along with related information. They are generally available in fixed and mobile formats. Fixed ALPR systems are mounted in specific locations, often using existing infrastructure such as light poles, traffic lights, buildings, or bridges. Mobile ALPR systems are frequently mounted on police vehicles or privately contracted vehicles. Although details vary by system and jurisdiction, information obtained from ALPR systems may be included in certain databases—whether maintained by public or private entities—that are accessible or searchable by law enforcement. Law enforcement agencies use ALPRs for a variety of proactive and reactive policing purposes, including to gather intelligence and evidence, help identify potential suspects, and facilitate crime scene analysis.

Law enforcement use of ALPRs raises a range of questions for policymakers and the public. For instance, one consideration is how ALPR use may, while aiding criminal investigations, potentially infringe upon individuals' privacy and civil liberties—in particular, Fourth Amendment protections from unreasonable searches and seizures. In general, courts have found that "mere observation" of an object in plain view does not implicate the Fourth Amendment, which suggests that law enforcement's initial reading of a license plate using an ALPR is ordinarily not a Fourth Amendment search absent additional circumstances. The ALPR caselaw typically focuses instead on the related question of whether law enforcement queries of certain databases containing ALPR information amount to a Fourth Amendment search. No federal appellate court has decided that issue, although one circuit court judge discussed it in a concurrence. A number of federal trial courts and some state courts have upheld law enforcement access to such databases, while cautioning that warrantless surveillance through ALPRs could violate the Fourth Amendment in some circumstances. This In Focus provides an overview of ALPRs, select Fourth Amendment caselaw on their use, and congressional considerations.

Background on ALPR Technology

ALPR systems work by automatically capturing images or videos of passing vehicles. An algorithm then detects and reads the license plates within the photo/video. ALPR technology can also detect and capture additional, related information, including vehicle type and color, global positioning system (GPS) location data, and date and time. These tools also have the potential to identify individuals in the photos/videos through the use of facial recognition technology (FRT). After they catalog the license plate information, ALPR systems can compare these data points against various databases, including "hot lists," which contain a list of license plates linked to vehicles of interest. If there is a match to a "hot list" license plate, the ALPR system can alert a law enforcement officer in real time. The retention of data from ALPR systems can also help law enforcement track where vehicles have been over time.

ALPR use is more common in larger law enforcement agencies than in smaller agencies. According to the Bureau of Justice Statistics, nearly 90% of sheriffs' offices with 500 or more sworn deputies reported using the technology, and 100% of police departments serving over 1 million residents used ALPRs.

The Fourth Amendment and ALPRs

The Fourth Amendment prohibits "unreasonable searches and seizures" and provides that "no warrants shall issue, but upon probable cause." A "search" for purposes of the Fourth Amendment generally involves (1) government intrusion upon a person's reasonable expectation of privacy, or (2) government trespass upon a constitutionally protected space. If law enforcement activity is not considered a Fourth Amendment "search" or "seizure," the Fourth Amendment inquiry typically comes to an end.

If law enforcement engages in a search or seizure, courts probe whether law enforcement has a warrant, as the Supreme Court has generally established that a search or seizure conducted without a warrant is "presumptively unreasonable." If there is no warrant, courts ask whether an exception to the warrant requirement applies, as the Supreme Court has identified certain "well-delineated" situations in which a warrant is not needed.

Third-Party Doctrine and *Carpenter*

The Supreme Court has held that "a person has no legitimate expectation of privacy in information he voluntarily turns over to third parties." This concept—known as the "third-party doctrine"—reflects a judgment that a person "takes the risk, in revealing his affairs to another, that the information will be conveyed by that person to the Government." In 2018, the Supreme Court recognized a "narrow" limitation to the potentially more expansive scope of the third-party doctrine in *Carpenter v. United States*. That case involved the warrantless search of historical cell-site location information (CSLI)—data recording the location of a cellular device when it connects to "a set of radio antennas called 'cell sites,'" typically mounted on towers or structures. The *Carpenter* Court held that the CSLI was not exempt from Fourth Amendment protection pursuant to the third-party doctrine, even though the CSLI was shared by the defendant with cellular providers in the course of his cell phone use. Given the Court's observation that CSLI is generated automatically and its view that carrying a cell phone is "indispensable to participation in modern society," it rejected the argument

that the defendant's sharing of the CSLI with the providers was voluntary. The Court considered several other factors in concluding that the defendant had a reasonable expectation of privacy in historical CSLI, including its convenience for law enforcement, and the intimacy and retrospective quality of the data. The *Carpenter* Court also focused on the comprehensiveness of historical CSLI, describing it as an "all-encompassing record of the holder's whereabouts."

A number of federal courts and judges have examined law enforcement access to some databases containing ALPR data. They have generally distinguished ALPR data from historical CSLI and concluded that there is no reasonable expectation of privacy in ALPR data (at least as it has been used so far). In one example, a federal district court concluded that law enforcement's retrieval of information from an ALPR database was not a Fourth Amendment search. Despite uncertainty regarding "the precise volume" of ALPR data pertinent to the defendant, that court said it was "clear that the information was not remotely comparable to the 'detailed, encyclopedic' information at issue in *Carpenter*." Another court concluded that ALPR data are less intimate than historic CSLI because vehicles follow their owners into fewer spaces than cell phones do.

Mosaic Theory

Members of the Supreme Court and some lower courts, including the Fourth and D.C. Circuits, have signaled support for the "mosaic theory"—the proposition that prolonged surveillance may give law enforcement a larger and more intimate picture of a person's life and may breach a reasonable expectation of privacy, necessitating a warrant. In *Carpenter*, for example, the Court took note that "127 days [of cell-site data] provides an all-encompassing record of the [cell phone] holder's whereabouts." Although the Court in *United States v. Jones* ruled that the placement of a GPS tracker on a suspect's vehicle violated the Fourth Amendment as a trespass on his personal effects, Justices Alito and Sotomayor wrote separately to highlight concerns beyond a physical intrusion. Justice Alito posited that "the use of longer term GPS monitoring in investigations of most offenses impinges on expectations of privacy," while Justice Sotomayor expressed concern that long-term surveillance may afford law enforcement a "comprehensive record of a person's public movements that reflects a wealth of detail about her familial, political, professional, religious, and sexual associations." As the Seventh Circuit observed, the Supreme Court has not fully adopted the mosaic theory, and lower courts as well as academics continue to debate whether it should be applied in prolonged surveillance cases, including those involving ALPRs.

Plain View and Public Movements on Streets

Some federal courts have applied the "plain view" doctrine to the ALPR context. "Plain view" sometimes refers to an exception to the warrant requirement for seizures in certain circumstances, but here it generally refers to the principle that "an officer's mere observation of an item left in plain view . . . generally involves no Fourth Amendment search," meaning items seen in plain view might not implicate the Fourth Amendment in the first place. The rationale for the doctrine, as explained by the Supreme Court in *Katz v. United States*, is that "[w]hat a person knowingly exposes to the public . . . is not a subject of Fourth Amendment protection." In the context of ALPRs, several courts have held that, pursuant to this doctrine, there is no reasonable expectation of privacy for information on a license plate in plain view. For example, as one federal district court put it, "Where an object sits in the 'plain view' of an officer who is in a place lawfully, the object's owner no longer has a privacy interest in that object." In an unreported opinion, another federal district court, applying related Supreme Court precedent, similarly found that "acquisition of ALPR data was not a search within the meaning of the Fourth Amendment" because "a person traveling in a vehicle on public streets does not have a reasonable expectation of privacy in his movements from place to place."

Scenarios Raising Heightened Concern

Even in upholding warrantless law enforcement access to certain databases containing ALPR information, state and federal courts have cautioned that the technology could run afoul of the Fourth Amendment moving forward, with one court suggesting "that day might well be on the horizon" in light of technological advances. Some potential Fourth Amendment fault lines might involve sustained tracking of a particular defendant through ALPRs, or an increase in the comprehensiveness of ALPR data. Another possible Fourth Amendment issue could involve ALPRs used in conjunction with other surveillance tools. For example, in an *en banc* opinion, the Fourth Circuit concluded that *Carpenter* prohibited the warrantless use of aerial surveillance to record an enormous swath of Baltimore over 12 hours daily. In passing, the court expressed concern that the aerial surveillance could be enhanced with other tools, including ALPRs, "enabl[ing] police to glean insights from the whole of individuals' movements."

Congressional Considerations

Some federal courts have observed that there could be a legislative role in establishing privacy protections above and beyond what the Fourth Amendment may require in the digital space broadly, and with respect to ALPRs specifically. For example, policymakers could legislate directly on federal law enforcement agencies' ability to utilize certain technologies and specify circumstances under which federal law enforcement may use these tools. They could also direct federal departments and agencies to develop or rely on established guidelines surrounding the technologies, require them to use technology that meets specified standards, or conduct broad oversight of federal law enforcement agencies' use of technology such as ALPRs. Congress could also influence state, local, and tribal law enforcement agencies' use of ALPRs through the provision or withholding of grant funding. In light of the developing Fourth Amendment caselaw, Congress may also leave resolution of the legality of ALPR use to the courts. More information on ALPRs may be found in CRS Report R48160, *Law Enforcement and Technology: Use of Automated License Plate Readers*.

Peter G. Berris, Legislative Attorney
Kristin Finklea, Specialist in Domestic Security
Dave S. Sidhu, Legislative Attorney

IF13068

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LINKING AGREEMENT
WITH
THE CITY OF SEDONA

THIS LINKING AGREEMENT ("Agreement") is entered into as of this 07 day of March, 2025 ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("City"), and **Flock Group Inc., a Delaware Corporation** ("Contractor"), collectively, the "Parties."

RECITALS

A. On October 1, 2021, the City of Tempe, Arizona entered into a contract with Contractor to purchase the goods and services described in Contract T21-119-01 ("Cooperative Purchasing Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.

B. Sedona City Code (SCC) Section 3.05.020.C. permits the City to procure goods and services without the formal bidding process by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term/Termination.

   A. Term. The initial period of this Agreement is the period from the Effective Date of this Agreement for a term of two (2) years.

   B. Termination for Convenience. This Agreement is for the convenience of the City and may be immediately terminated without cause after receipt by the Contractor of written notice by the City. Upon termination for convenience, City shall pay Contractor for all work previously authorized and performed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, City shall have any remedy or right of set-off available at law and equity.

   C. Termination for Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within the time frame specified by City in a written notice provided to Contractor specifying the breach and the requirements necessary to cure the breach. If the City terminates this Agreement for cause, the City may repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due to Contractor; (2) collection against the Performance Bond if

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applicable, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

D. Payment Upon Termination for Convenience or for Cause. Upon any termination of this Agreement, no further payments shall be due from the City to Contractor unless and until Contractor has delivered to the CITY all documents and other work products prepared by Contractor in relation to this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty or termination charge be owed by City to Contractor in the event of termination.

E. Appropriation of Funds. Every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and City shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

F. Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

2. Scope of Work.

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.

B. Contractor agrees to comply with all the terms, conditions, and specifications of the Cooperative Purchasing Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement except as otherwise provided herein. In the event of any inconsistency or conflict between this Agreement, the Cooperative Purchasing Agreement, and any other document or Agreement between the parties with respect to the subject matter hereof, the terms and conditions of this Agreement shall control and govern to the extent necessary to remedy such inconsistency or conflict.

C. Inspection; Acceptance. All work and Services performed by Contractor will be subject to inspection and acceptance by the City at reasonable times during Contractor's performance.

D. Time. Time is of the essence for this Agreement. Contractor shall complete all items in the Scope of Work timely, efficiently and in accordance with any schedule set forth in Exhibit B.

E. Corrections. Contractor shall promptly provide, at no additional cost to the City, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work, Services, documents, designs, specification, and/or drawings by Contractor, as applicable to the Scope of Work.

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3. Compensation; Billing.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement attached hereto as **Exhibit A**.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **Eighty-Three Thousand Six Hundred Dollars ($83,600)**.

C. Payment. Unless otherwise agreed to by the City in writing, Contractor will submit monthly invoices to the City. City will process and remit payment within thirty (30) days of receipt of a properly completed invoice and payment will be delinquent only thirty (30) days after the date received by City.

D. Invoices. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. A properly completed invoice should contain, at a minimum, all of the following:

1. Contractor name, address, and contact information;
2. City PO Number;
3. Project name
4. Date of service or delivery;
5. Description of materials or services provided;
6. If materials provided, the quantity delivered and pricing of each unit;
7. If applicable, mileage or travel costs; and
8. Total amount due.

E. Expenses. No reimbursable expenses or costs of any kind shall be paid by the City unless expressly approved by the City in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

F. Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

G. Disallowed Costs, Overpayment. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

4. Amendments. Changes to the Scope of Work, Compensation, or Term of this Agreement requires a written Amendment signed by both parties. If Contractor proceeds without such written amendment, Contractor shall be deemed to have waived any claims of unjust

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enrichment, quantum meruit or implied contract.

5. Indemnification. To the fullest extent permitted by law, Contractor will indemnify, defend and hold harmless City, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of Contractor, its officers, employees, agents or any tier of subcontractor in connection with Contractor's work or Services in the performance of this Agreement. In consideration of the award of this Agreement, Contractor agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by Contractor for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

6. Insurance. The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following insurance coverages as required by the City, or greater coverages as may be required by the Cooperative Purchasing Agreement. **The Contractor shall submit certificate(s) of insurance from the Contractor's insurance carrier(s) and any applicable endorsements to the City contact identified in Section 14 of this Agreement for review and approval by the City.** The Certificate shall identify this Contract and shall provide coverages afforded under the policies shall not be cancelled, terminated, or limits reduced until at least thirty (30) days prior written notice has been given to the City.

A. Worker's Compensation Insurance:
Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.
Coverage B: Employer's Liability
Bodily Injury by accident $1,000,000.00 each accident
Bodily Injury by disease $1,000,000.00 policy limit
Bodily Injury by disease $1,000,000.00 each employee

B. Commercial General Liability Insurance (Occurrence Form) with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

C. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) for any one occurrence, with respect to each of the Contractor's owned, hired or non-owned automobiles assigned to or used in the performance of the Services. Certificate to reflect coverage for either "Any Auto" or "All Owned, Scheduled, Hired or Non-Owned."

Failure on the part of the Contractor to procure or maintain policies providing the required

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coverages, conditions, and minimum limits shall constitute a Material Breach of this Agreement upon which the City may immediately terminate this Agreement.

All policies shall provide primary coverage and **waivers of subrogation by endorsement** or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged. Blanket endorsements are acceptable.

The following policies shall include **Additional Insured endorsements** with the City of Sedona as the additional insured: Automobile Liability Insurance and Commercial General Liability. Blanket endorsements are acceptable.

7. Licenses and Permits. Contractor and any subcontractors will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

8. Non-Assignability. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

9. Venue; Jurisdiction; Jury Trial Waiver. This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

10. Independent Contractor. Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor shall make no representation that it is the employee of City for any purpose.

11. Non-discrimination. Contractor, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).

12. Legal Worker Requirements. The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that: i. Contractor and each subcontractor/ subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A; ii. A breach of a warranty under paragraph i will be deemed a material breach of

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the Agreement and is subject to penalties up to and including termination of the Agreement; and iii. The City retains the legal right to inspect the papers of any Contractor or subcontractor/subconsultant employee who works on the Agreement to ensure that Contractor or any subcontractor/subconsutant is complying with the warranty under paragraph i.

13. No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in People's Republic of China. As applicable, Contractor certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

14. Notices. Any notice or communication between Contractor and City that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented, sent via email, or sent pre-paid, first-class United States Mail, addressed as follows:

CITY:
City of Sedona
Attn: Chief of Police
102 Roadrunner Drive
Sedona, AZ 86336

Via email: Sfoley@sedonaaz.gov

CONTRACTOR:
Flock Group Inc.
Attn: Hamza Al Baroudi
1846 E Innovation Park Dr. STE 100
Oro Valley, AZ 85755

Via email: hamza.albaroudi@flocksafety.com

15. Continuation During Disputes. Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Agreement, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

16. Dispute Resolution. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then

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be submitted to the judicial system.

17. Remedies Upon Breach. If any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. The parties agree that in the event of litigation arising from this agreement, neither party shall be entitled to an award of attorney fees, either pursuant to contract, pursuant to A.R.S. § 12-341.01 (A) AND (B), or pursuant to any other state or federal statute, court rule, case law, or common law.

18. Written Assurance of Intent to Perform. Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.

19. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Contractor acknowledges that all documents provided to the City may be subject to disclosure by the Arizona public records law under A.R.S. 39-121 and related provisions.

20. Use of City Seal/Logo. Contractor shall not use, or allow another entity to use, the City seal/logo for the purpose of advertising or promoting the sale of any article of merchandise within this state or for promoting any other commercial purpose. Contractor is authorized to use City's name on a list of client names.

21. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

22. Entire Agreement. This Agreement, together with the attached exhibits, is the entire agreement between Contractor and City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.

(Signatures to follow on next page.)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

CITY OF SEDONA, ARIZONA

DocuSigned by:
Anette Spickard
20E2EB04E4F04B8...
Anette Spickard, City Manager

ATTEST:

DocuSigned by:
JoAnne Cook
F3F3574389784E3...
JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Kurt Christianson
DA6BB971B6AF411...
Kurt W. Christianson, City Attorney

FLOCK GROUP INC.

Signed by:
By: Mark Smith
AC6C031454C24F3...

Printed Name: Mark Smith

Title: General Counsel

I hereby affirm that I am authorized to enter into and sign this Agreement on behalf of Contractor.

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EXHIBIT A
Cooperative Purchasing Agreement
City of Tempe Contract T21-119-01 (119 Pages)

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Contract Modification

Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281

Contract Number: T21-119-01
Description: Fixed Camera ALPR Solution for Police

Issue Date: February 26, 2024

99625
Flock Safety, Inc.
Gwen Saltal
1170 Howell Mill Rd, NW Unit 210
Atlanta, GA 30318
Office: 866-901-1781
Email: gwen.saltal@flocksafety.com

Effective Date
Beginning: October 1, 2023, through September 30, 2027 (Retro)

This Contract Modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per terms and conditions of the above referenced contract. **This modification clarifies an error that was included in the previous CM which is corrected below as part of line item #3 that changes "per month" to "per year". All other information remains unchanged and is restated below:**

Contract Modification Information:

In accordance with the contract Special Terms and Conditions, the parties to this contract have agreed to renew the agreement for four (4) years through September 30, 2027. This extension is in line with the available renewals under the original RFP (4 years remaining). In order to secure savings, the City is utilizing this long-term extension through the end of the natural term of agreement. A new agreement has been negotiated and approved that is attached to this Contract Modification. A summary of the agreed to changes are noted below:

1) The agreement has been renewed through September 30, 2027.

2) The City currently has 33 cameras in its fleet. All of these cameras will continue to be priced at $2500 per camera per year through September 30, 2027.

3) Any new cameras purchased during the renewal period will be priced at $3,000 per camera per ~~month~~ year which will be held firm through September 30, 2027.

4) The parties have agreed to move the term to a fiscal year basis as noted in the attached agreement. Payment will be made up front annually based on the schedule included in the agreement and referenced below:

a) 12/31/2023 through 6/30/2024..... $42,413.01
b) 7/1/2024 through 6/30/2025..... $82,500.00
c) 7/1/2025 through 6/30/2026..... $82,500.00
d) 7/1/2026 through 9/29/2027..... $103,011.99

Total..... $310,425.00

5) There is a typo on Page 11.4 of the attached agreement, Paragraph 11.4, Entire Agreement: The reference to RFP 21-110 is hereby changed to **RFP 21-119**.

Contract Modification Acceptance

DocuSigned by:
Mark Smith
AE5C9314540247...
2/27/2024

Flock Safety Representative Date
Printed Name:

Michael Greene, C.P.M., CPPO 2/27/24 Date
Procurement Administrator

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Contract Award Notice

Internal Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281

Tempe. Making waves in the desert

Contract Number:	T21-119-01		
Description:	Fixed Camera ALPR Solution for Police		
Vendor Number:		**Award Period**	
Name of Firm:	Flock Group Inc.	**Beginning**	October 1, 2021
Contact Name:	Mr. Giorgio Giurdanella / Alex Latraverse	**Ending**	September 30, 2022
Address:	1170 Howell Mill Road, NW Unit 210		
City, State and Zip:	Atlanta, Georgia 30318	Potential Renewals	Five, one-year renewal options
E-mail:	Giorgio.giurdanella@flocksafety.com		
Phone No:	623-707-5874 / 866-901-1781		

This Contract Award Notice is issued for the establishment of a contract to provide for the purchase of Fixed Camera ALPR Solution for Police. It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance are posted with the City Procurement Office.

This award notice along with the executed Services Agreement Order Form represent the award documents related to Contract T21-119-01. The pricing is shown below for the lease of cameras per contract requirements:

ITEM NO.	Awarded Products and Services	Quantity	Unit Price	Extended Price
1.	Annual fee for each camera to include all costs including equipment, software, maintenance, mobile communications, solar array, delivery, etc.	10	$2,500	$25,000.00
2.	Cost to remove and re-install camera at new location (First move is no charge)	1	$250.00	$250.00
3.	Cost of customized pole, if needed, to include installation	1	$0.00	$0.00
4.	Cost to install each camera on initial deployment	10	$250.00	$2,500.00
	Total Initial Annual Cost for 10 Camera Deployment			$27,750.00
5.	Flock Group has agreed to implement Single Sign on (SSO) access via OKTA at not cost to Tempe.			No Charge

Additional cameras can be purchased based on the pricing shown above.

Michael Greene, C.P.M.
Procurement Administrator

10-7-2021
Date

Revised 08/17

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flock safety

Flock Group Inc.
Today's Date - Oct 06, 2021
This proposal expires in 30 days.

Order Form
City of Tempe PD

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FLOCK GROUP INC.

SERVICES AGREEMENT ORDER FORM – Contract T21-119-01

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the City of Tempe Police Department ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations. This contract is effective October 1, 2021, and will continue for one year, unless renewed or cancelled as provided herein.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: City of Tempe Police Department	Contact: Michael Greene
Address: 120 E 5th St, Tempe, AZ 85281	Phone: 480-350-8516
	E-Mail: Michael_Greene@tempe.gov
Usage Fees: **$2,500 per year per camera.** First year estimate cost based on a 10-camera deployment is $25,000. Additional cameras may be acquired during the contract term.	**Initial Term: 12** Months **Renewal Term: 60** Months in annual increments
Installation Fee (one-time) $250 per camera **Pole Fee** (one-time) $0 **Relocation Fee: $250** **Special Term: Flock will provide one (1) free relocation of up to one (1) camera**	Billing Contact: Miyoung Kim (if different than above) Expected Payment Method: Purchase Order – check process

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	**Customer:**
By: Alex Latraverse Alex Latraverse Name: Title: VP of Sales Date: 10/07/2021	By: Michael Greene Name: Michael Greene Title: Procurement Administrator Date: 10/06/2021

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EXHIBIT A

Statement of Work

Installation of 10 Flock Cameras on existing pole or Flock-supplied pole if required. Additional cameras can be placed based on pricing and terms herein. All work shall be in accordance with Contract T21-119-01 Scope of Work section along with Flock Group's proposal response and best and final offer.

Flock Group Inc. Order Form Tempe Police Department

1913547138

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GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the City of Tempe Police Department ("Agency"), a government agency, (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Service creates images and recordings of suspect vehicles (**"Footage"**) and can provide notifications to Agency upon the instructions of Non-Agency End User (**"Notifications"**);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an

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investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than 30 days in compliance with Flock's records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness, crime prevention and criminal investigations by police departments and archiving for evidence gathering ("Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Authorized End User***" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 "***Agency Data***" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 "***Documentation***" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 "***Embedded Software***" will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 "***Flock IP***" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 "***Footage***" means still images and/or video captured by the Hardware in the course of and provided via the Services.

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1.7 "***Hardware***" shall mean the Flock Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "***Hardware***" excludes the Embedded Software.

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1.8 "***Installation Services***" means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 "***Flock Services***" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 ***"Non-Agency End User"*** means a Flock's non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 ***"Non-Agency End User Data"*** means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

1.12 "***Unit(s)***" shall mean the Hardware together with the Embedded Software.

1.13 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a

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non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 **Usage Restrictions.** The purpose for usage of the equipment, the Services and support, and the Flock IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("Permitted Purpose"). Agency will not, and

will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Services, support, equipment and the Flock IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

2.5 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with

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this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the service suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 *Designated Locations.* Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. For relocations of installed cameras, and camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like, Agency will pay $250 per reinstall.

2.7.2 *Agency's Installation Obligations.* Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (e.g., location access granted Monday to Friday 8AM to 5PM, based on customer availability and at least 2 business days notice), (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to

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Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Customer if Customer did not address them or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 *Flock's Installation Obligations.* The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock's access in the preceding sentence, which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party (provided the Customer is made aware of third-party entity).

2.7.4 *Security Interest.* The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

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2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement provided the Customer agrees with those changes.

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3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services with the exception of any electrical work/equipment needed to operationalize the designated camera location. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency's Installation Obligations, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

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4.1 **Confidentiality.** Each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

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Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process including relevant public records laws, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose

the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use,

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preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency and Non-Agency End User Data.** As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than 30 days. Agency has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "***Aggregated Data***"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

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5.1 **Fees.** Agency will pay Flock the first Usage Fee, the Installation Fee and any Hardware Fee (defined on the Order Form, together the "Initial Fees") as set forth on the Order Form no later than 30 days after contract Effective Date Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days after the Effective Date of renewal. . All payments will be made by either ACH, check, or credit card. The first month of Services corresponding to the first Usage Fee payment will begin October 1, 2021, for 10+-camera

offerings where only some of the cameras are installed at the first installation and additional cameras will be installed later, prorated Usage Fees corresponding to the then-installed cameras will be invoiced to Agency immediately after installation and to the later camera installation(s) subsequently invoiced.

5.2 **Changes to Fees.** Flock reserves the right to request a change to the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). Full justification for any price adjustment will be provided to the Customer at the time of request and any increases in pricing shall be mutually agreed upon. Inquiries should be directed to Flock's customer support department for any pricing discrepancies.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Agency shall be responsible for all taxes associated with Services as determined and line item billed by Flock other than U.S. taxes based on Flock's net income.

5.4 **No-Fee Term Access.** Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days (**"No Fee Term"**) to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them, upon written consent. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

6. TERM AND TERMINATION

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6.1 **Term.** Subject to earlier termination as provided for in RFP 21-119 , the initial term of this Agreement shall be for a one-year period. . ***Following the Initial Term, the agreement may be extended for an additional one year term (up to a maximum of five additional years) based on mutual written agreement. Renewal terms shall be in administered in accordance with contract 21-119-01.***

6.2 **Agency Satisfaction Guarantee**. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal, said cost not to exceed $500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

6.3 **Termination.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 **Effect of Termination.** Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 **No-Fee Term.** The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

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7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Flock agrees to replace cameras at the current authorized fee as published by the City of Tempe.). Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: Agency's (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT .THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW

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OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock and Agency will each maintain commercial general liability policies with policy limits as stipulated in contract T21-119-01.. Certificates of Insurance will be provided upon request.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED 10X THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF
THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA

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8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

8.4 **Indemnity.** To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, its elected officials, officers, employees, volunteers and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its elected officials, officers, employees, volunteers, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

flock safety

9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement with the

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prior consent of the Agency whose consent shall not be unreasonably withheld.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), and the Standard and Special Terms and Conditions contained in RFP 21-119, Addendum #1 and #2 and Flock Group's proposal and best and final offer.), These documents as noted above are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Costs and Attorneys' Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Arizona without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in Maricopa County, Arizona will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its
interpretation or any breach thereof shall be determined and settled by arbitration in Maricopa County, Arizona by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the
highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 **Publicity.** Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets

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Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

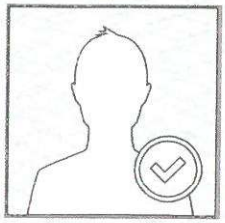
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Signature Certificate

Document Ref.: ORZBQ-FCEU3-XCTXQ-EWPQO

Document signed by:

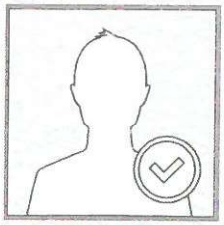


Michael Greene

Verified E-mail:
michael_greene@tempe.gov

IP: 164.50.248.107 | Date: 06 Oct 2021 20:15:09 UTC

Michael Greene



Alex Lat

Verified E-mail:
lat@flocksafety.com

IP: 73.7.86.182 | Date: 07 Oct 2021 15:32:54 UTC

Alex Latraverse

Document completed by all parties on:
07 Oct 2021 15:32:54 UTC

Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.

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Tempe
Making waves in the desert

REQUEST FOR PROPOSAL

RFP# 21-119
Fixed Camera ALPR Solution for Police

RFP ISSUE DATE:
March 3, 2021

DEADLINE FOR INQUIRIES/QUESTIONS:
March 12, 2021 AT 5:00 P.M. LOCAL ARIZONA TIME

RFP DUE DATE AND TIME:
March 24, 2021 at 3:00 P.M. LOCAL ARIZONA TIME

ALL INQUIRIES MUST BE DIRECTED TO:
Michael Greene, CPPO, C.P.M.
Michael_Greene@tempe.gov
480-350-8516

SUBMITTAL LOCATION: Due to the COVID Virus, Tempe will only accept an e-copy of the completed and signed proposal via e-mail to the following address: Bids@tempe.gov

No hard copy proposals will be accepted at this time.

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General Instructions

Failure to follow these instructions may result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

   A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer.

   B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.

   C. Completed and signed proposal forms for offer, acceptance and any solicitation addendums shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.

   D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason. Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation.

   E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, if applicable.

2. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

   A. "City" means the municipal corporation of the City of Tempe, Arizona.

   B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

   C. "Contract" means the agreement for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions.

   D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.

   E. "Offer" means a written offer to furnish goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

   F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.

   G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.

   H. "Purchase Order" means a document issued by the Procurement Office directing the Contractor to deliver the goods, equipment, materials, software, maintenance, contracted services, professional services or concessions. to the City.

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General Instructions

l. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services or concessions.

3. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

4. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing (preferably via e-mail), identifying the appropriate Request for Proposal's number, page and paragraph at issue. PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions. Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted within the designated timeframe noted on the front page of the solicitation. Those questions received after the designated date may be considered at the sole discretion of the Procurement Officer. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

5. **Proposal Conference:** If a proposal conference is scheduled, Offerors are strongly encouraged to attend to seek clarification on any aspects of the documents that are not clear or questions that might pertain the specifications or scope of work published. There are times when attendance at a proposal conference is mandatory and those conferences shall be specially noted when applicable.

6. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

7. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection. For all addenda published, the City will send electronic notification to those companies who have downloaded the solicitation from the City's web site. If a company receives the solicitation via a third- party plan holder organization, it will be the responsibility of the company to download the solicitation from the City's web site to ensure that their company is included on any forthcoming addenda notification.

8. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.

9. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate Contract, maintenance agreement or training agreement) intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the Procurement Office.

10. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought-after task functionality.
If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate" and described in full detail within the proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found responsive to all designated Request for Proposal

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requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

    If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a proposal.

12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for best and final offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

    A. Determine in greater detail such Offeror's qualifications;

    B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;

    C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and

    D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.

14. **Technical Proposal Opening:** Technical proposals (as received in step one of a two-step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

15. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the

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Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

16. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the Procurement Office. Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract for review, a Contract shall be formed when the Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All terms and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.

17. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until the Contract is awarded. After award of Contract, an appointment may be made with the Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (http://documents.tempe.gov/sirepub/?sort=meet_date .

18. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerks website at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and web site for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

19. **Delivery:** All materials, equipment and/or products shall be delivered F.O.B. Destination to the City of Tempe Per the location identified in the solicitation.

20. **Tax:** Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid to the City of Tempe (1.8%) is considered a pass-through cost, calculated as zero ($0) expense when comparing pricing among competing companies that are not located in Tempe. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at **salestax@tempe.gov**

21. **Payment:** For a single requirement purchase, the City will endeavor to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will endeavor to remit payment within thirty (30) calendar days from approval of invoice.

22. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.

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23. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Vendor's Offer Page in this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of Public Record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

26. **Late Responses:** The Offeror assumes responsibility for having the Proposal submitted on time via e-mail to the address shown on the front page of this RFP. Any Offers received after the Solicitation Due Date and Time shall not be considered and will be returned to the Offeror. The Offeror assumes the risk of any delay in the electronic processing of the supplier's e-mail through both parties (Supplier and City) networks. Offerors must allow adequate time to ensure that the e-mail is timely received by the City at the designated e-mail address. All times referenced are Tempe, Arizona local times. Respondents agree to accept the time and date that is recorded on the received e-mail as the official time. Any e-mail submissions that are timed at 3:01 or later on the schedule due date will be considered late and not considered.

27. **Copying Responses:** The Offeror hereby grants the City permission to copy all parts of its Offer including, without limitation, any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in the evaluating the Offers.

28. **Confidential Information and Public Record:** After award of a Contract, proposals shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq.*, all records relating to the Request for Proposal and Contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the Contract. Such records shall be produced by Bidder or Contractor at the time and place designated by the City.

    A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

    B. The information identified by the person as confidential shall not be disclosed until the Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq*.

    C. If the City determines to disclose the information, the Offeror shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of Contract, all proposal response information shall be available for public inspection.

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Standard Terms and Conditions

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes, or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.

2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13, 2005-02, and 2010-14 with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.

3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.

4. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:

   A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.

   B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5) or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.

   C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.

   D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

   E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

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F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

G. If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.

5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.

6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

7. **Termination for Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511. The City may cancel this Contract within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the City becomes an employee or agent of the Contractor.

8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

9. **Contract Modifications:** This Request for Proposal and resultant Contact may only be modified by a written Contract modification issued by the Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the Procurement Office and issuance of an official modification notice.

10. **Contract Administration:** Contractor must notify the designated Procurement Officer from the Procurement Office for guidance or direction on matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

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11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe.
In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative.
See http://www.mesaaz.gov/business/purchasing/save for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable along with the correct unit cost. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

16. **Events of Default and Termination:**

A. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from the receipt of the written notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide written notice of the default does not waive any rights under the Agreement. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract.

i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

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ii) Any party's failure to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor or City herein, including but not limited to failing to submit any report required herein;

iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives either party reason to believe that the other party cannot or will not perform to the requirements of the Contract; or,

iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. In the event the default has not been corrected to the non-defaulting party's satisfaction within the cure time specified, the non-defaulting party, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

i) Terminate the Contract;

ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,

iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the project; (b) costs incurred in selecting and retaining a substitute Contractor for the purchase of services, materials and/or work; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

F. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within the time period required, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

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18. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

B. Force majeure shall not include the following occurrences:

i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

ii) Late performance by a subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

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22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

    A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

    B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

23. **Licenses and Permits:** Contractor shall maintain in current status and at its sole expense, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor and the provision of the services to be provided under the Contract.

24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

    City of Tempe Procurement Office
    Attn: Procurement Officer
    20 E. 6th Street (Second Floor)
    PO Box 5002
    Tempe, Arizona 85280

    [Contractor's Name]
    [Attn of Offeror Named in Contract]
    [Address]

    Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.

27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and/or services used to fulfill the Contract.

28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the equipment involved. Equipment is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to equipment and system performance, if any, shall be calculated as specified in the Request for Proposal.

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29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.

30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.

31. **Provisions by Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.

32. **Public Record:** After award of Contract, proposal responses shall be considered Public Record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-151, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent Contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

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38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:

A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");

B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);

C. Is engaged in activities prohibited in the Order; or,

D. Has been convicted, pleaded *nolo contendre,* indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:

A. All workmanship shall be finest and first-class;

B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and

C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall apply to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

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43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.

45. **Ordering Process:** Upon award of a Contract by the Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

47. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

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Special Terms & Conditions and Instructions

Proposals taking exception to Special Terms & Conditions and Instructions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.

2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for ninety (90) days after the proposal due time and date.

3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.

4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided herein.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of five (5) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

6. **Price Adjustment:**

   A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.

   B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.

   C. The Contractor shall offer any published price reduction or if applicable to the Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit-sharing price advantage may be offered at any time during the term of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise be given any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

7. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to ensure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

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8. **Warranty:** Each proposal must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.

9. **Demonstration Models:** Demonstration units of the equipment offered must be available in the Tempe/Phoenix geographic area. The Procurement Office may arrange a time and place for equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to the City.

10. **Current Products:** All Offers made in response to this Request for Proposal shall be in current and ongoing production shall have been formally announced for general marketing purposes shall be a model or type currently functioning in user environments and shall meet or exceed all specifications and requirements set forth in this solicitation. Enhancements to established products need not necessarily comply with this clause and will be reviewed on individual merits.

11. **Product Discontinuance:** The City may award Contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission by the City to substitute a new product or model and provide all of the following:

    A. A formal announcement from the manufacturer that the product or model has been discontinued;

    B. Documentation from the manufacturer that names the replacement product or model;

    C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;

    D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and

    E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

12. **Maintenance Service:** Contractor covenants and agrees to maintain the equipment set forth in the Request for Proposal, or alternatively, warrants that the equipment manufacturer will maintain the equipment acquired under the Contract in good working order and in accordance with the manufacturer's official published specifications and any other specifications set forth herein. Additional terms and conditions applicable to maintenance of the equipment may be specified in a separate maintenance agreement between the City and the Contractor or equipment manufacturer. In no event shall the provisions of such separate agreement supersede the provisions of the Contract.

13. **Installation and Training:** The Contractor shall install the equipment and provide training to City personnel to ensure proper operation and utilization.

14. **Installation and Acceptance:**

    A. Installation Date: The Contractor shall install equipment ready for use on or before the installation date specified in the applicable schedule.

    B. Site Preparation: The City shall have the site available and prepared in a timely manner in accordance with Contractor published specifications. The Contractor shall be given access to the site for installation and testing purposes.

    C. Site Inspection: Prior to the installation date, Contractor shall inspect the site and shall report to the City, in writing, the dates of such inspections, any rejections and the reasons therefore, and the final acceptance thereof. Such final site acceptance shall include a written representation to the City by the Contractor that the site meets the Contractor's and/or equipment manufacturer's site specifications for the efficient and safe operation of the equipment.

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D. Acceptance Testing: When Contractor has completed installation and is satisfied that the equipment is operating successfully and meets minimum design capabilities, the City shall be so notified. The City may accept or reject any portion or all of the equipment.

E. Acceptance: At the conclusion of the acceptance testing period, the City's acceptance may be conclusively presumed if a written rejection specifying the reasons therefore is not delivered to Contractor within ten (10) business days following the end of the acceptance testing period.

15. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of materials (equipment/products) ordered as a result of this Contract which occurs prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

16. **Insurance:**

A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to the Contractor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Offeror selected for award.

B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain the following minimum limits:

a. *Commercial General Liability*

Commercial general liability insurance limit of not less than $1,000,000 for each occurrence, with a $2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

Such policy shall contain a "severability of interests" provision.

b. *Worker's Compensation*

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The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In cases when services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. *Automobile Liability*

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than $1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

C. Additional Insured: The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

D. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.

E. Primary Coverage: Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

F. Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.

G. Waiver: The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.

H. Deductible/Retention: The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

I. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

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J. Copies of Policies: The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

17. **Contract Submittal:** Offeror is to furnish a copy of its proposed Contract with its proposal response. Contractual considerations are an important evaluation factor and will be considered in making an award decision. Any proposed Contract should be tailored to the specific requirements of the City's Request for Proposal and overall conformity with the City's Request for Proposal requirements. The failure of an Offeror to reach an acceptable Contract to the satisfaction of the City will result in proposal rejection.

18. **Software License:** The Contractor grants to the City a non-assignable, non-transferable and non-exclusive license to use the proprietary computer programs and related materials (software) specifically identified in the appropriate schedule to this Contract. The City understands and acknowledges that the software contains confidential information and other data proprietary to Contractor. The City agrees not to disclose, proliferate or duplicate nor allow to be disclosed, proliferated or duplicated any such confidential information or data except for archive, diagnostic, backup or emergency restart purposes. However, if confidential proprietary information of the Contractor, as determined by the City and the Contractor, is requested from the City pursuant to a public records request, subpoena or other process, Contractor shall be responsible for protecting its confidential information, shall be responsible for representing itself and the City with the City retaining the right to approve the selection of any attorneys hired to defend its interests, in any resulting legal actions and shall be responsible for any and all costs in so doing, including the payment of attorneys' fees, court costs and other expenses as may be required in protecting such information and in representing itself and the City.

19. **Protection and Restoration of Property and Landscape:** The Contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The Contractor's responsibility will not be released until the project has been completed and accepted.

If damage is caused by the Contractor, the Contractor shall restore at no cost to the City, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City has inspected the corrected damage or injury and has signed-off the completion and acceptance. Contractor shall not dump spoils or waste material on private or public property without first obtaining from the owner written permission for such dumping.

20. **Sub-Contractor(s):** The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City on all required insurance documents.

21. **Use of Safety Vests and Orange Colored Shirts:** The Contractor will follow the City code on the use of high visibility vests and clothing as specified below: The Tempe City Code addresses this matter in Section 29-4. Working within right-of-way

(a) For the purposes of this section, the following words or phrases shall have the meanings respectively ascribed to them by this subsection:

1) Motor vehicle means any vehicle required to be licensed or registered under the laws of the state.

2) Protective devices include, but are not limited to, orange vest (daytime), reflectorized orange vest (nighttime), traffic cones, barricades, flashing lights, flares and any other traffic-control device as required by the City.

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3) Right-of-way means all of that property used as a traveled portion of public roadways for motor vehicles lying between the exterior boundary lines of any area granted to or received by the City by grant, gift, easement, deed, dedication or operation of law for street purposes.

Worker means any person whose duties cause his presence in the right-of-way.

(a) No person shall perform any work within the right-of-way until he is properly equipped with protective devices.

(b) Any person violating any of the provisions of this section shall be guilty of a misdemeanor and punishable as set forth in subsection 1-7 of this code.

(c) Following are a list of circumstances relative to the use of orange vests and/or orange shirts:

1) According to the City Code, orange shirts are acceptable for daytime use providing the color is still bright and crisp. It is up to each supervisor to determine whether the color is still appropriate or not.

2) Orange shirts are not recommended for those who are qualified and certified to direct traffic. Those who have received training to manually direct traffic from the Tempe Police Department are called Manual Traffic Directors. When directing traffic, orange vests are required for higher visibility.
This also applies to certified flaggers at flagger stations. These persons do not direct traffic in the roadway. They are off the traveled portion of the roadway, behind barricading and stationary at an identified flagger station. However, vests and hardhats are required for higher visibility.

3) Reflectorized vests, that meet ANSI standards, are to be worn when performing any work-related activity within the public right-of-way during the hours from dusk to dawn (sunset to sunrise). The current City approved vests meet the current ANSI standards.

(e) These requirements apply to all persons; City personnel (including the police and fire department), contractors, utility companies and any subcontractor or employee hired to perform work within public right-of-way. Keep in mind that public right-of-way includes, not only the roadway itself, but also the sidewalk and usually 3 feet to 8 feet or more of landscape area behind the sidewalk.

(f) Just a note for supervisors or foremen who may be visiting a job site for just a few minutes or more, to talk with fellow coworkers: An orange shirt or vest is required when one exits their vehicle, depending on the time of day.

22. **Traffic Operations on Roadways/Thoroughfares:** Any and all work carried out on adjacent roadways and thoroughfares will use the appropriate traffic barricading as set forth in the City of Phoenix TRAFFIC BARRICADE MANUAL published by the Street Transportation Department as adopted by the City of Tempe. Any and all pruning operations must comply with the safety standards set forth in ANSI 133. 1. All traffic control and lane closures shall be presented as a written plan to City of Tempe Traffic Engineering (480-350-8219) of the Transportation Division.

Short term operations are allowed under Chapter 9 of the City of Phoenix Traffic Barricade Manual; however, the City of Tempe has revised this policy to allow for short duration work up to thirty (30) minutes.

Non-compliance of any safety or related items within this Contract will result in a deficiency of performance deduction of a minimum of $100 from the City payment made to the Contractor.

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Automated License Plate Recognition (ALPR) Solution

Fixed Camera Location

PURPOSE

The purpose of this Request for Proposal (RFP) is to develop term contract with a qualified company to provide an Automated License Plate Recognition (ALPR) solution that is installed at fixed locations on designated City traffic and light poles to assist the Tempe Police Department in fighting crime, pursuing investigations, and ensuring community safety. This RFP seeks the initial provision of 10 cameras, license plate reading software, installation services, mobile broadband connections, device management and cloud storage. Additional cameras may be purchased at any time during the term of contract. The City prefers a solution where it retains no ownership in the cameras and all usage fees are included as an annual fee per camera. The successful company (Contractor) will also be responsible for complete installation, maintenance, and re-location of the camera solution. Alternate solutions that provide camera ownership to the City may be submitted as well.

BACKGROUND

The City of Tempe is located in the center of the Phoenix metropolitan area. Tempe is bordered by Phoenix to the West, Mesa to the East, Scottsdale to the North and Chandler to the South. Tempe is the most densely populated large city in the state of Arizona and is home to Arizona State University. Tempe has a population of 190,000 people within a 40 square-mile area that is connected to four major freeways. The Police Department includes 350 sworn officers.

ALPR FUNCTION

ALPR cameras scan license plates of vehicles that pass through a designated fixed location. The solution compares the scanned plate against the existing database of plates of interest to law enforcement – for example stolen vehicles and vehicles registered to owners with open warrants. ALPR technology has the capability to scan thousands of vehicles each day. When the system recognizes a match, a signal alerts the Officer to proceed with further confirmation, investigation, or actions as appropriate. An additional benefit of the solution is the capability to capture vehicle information including make, model and condition of vehicle (damage, etc.).

Applications for the Tempe Police Department include:

- To alert law enforcement of license plates in Amber Alert incidents.
- To alert law enforcement of plates related to active warrants.
- To alert law enforcement of license plates which belong to sex offenders around schools and Playgrounds.
- To prevent and suppress crime, apprehend offenders, and recover stolen property.
- To alert law enforcement of license plate numbers related to crimes in progress and time sensitive pursuit of criminal suspects.
- To provide information on the type of vehicle and condition of vehicle.
- Narcotics trafficking and illegal drug enforcement.
- Homeland security and interoperability with partner law enforcement.
- To assist both Tempe and its partner law enforcement investigators in crime analysis and correlations between suspect vehicle location with crime scenes, particularly critical since criminals do not recognize boundaries, and may often live outside the Tempe area.

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Scope of Work

PERFORMANCE REQUIREMENTS

Responding companies shall indicate their compliance or deviation in the right column for the following preferred performance requirements (All elements noted below are considered preferred):

	GENERAL REQUIREMENTS	
	Performance Requirement	**Company's Response**
1.	The Contractor must provide variants of the Optical Character Recognition (OCR) Engine that are tailored/designed for a specific country, state or region of interest.	Yes
2.	As part of the Contractor's system maintenance agreement with the customer, Optical Character Recognition (OCR) updates and/or revisions must be reasonably provided to address changes in the state's license plates during the term of the maintenance agreement.	Yes, utilizing Flock Safety's machine learning technology and algorithm.
3.	The system must have the capability to capture vehicle license plates with license plate capture and read accuracy rates in excess of 90% for machine readable plates.	Yes, accuracy of 98% on average. Our system reports the accuracy of each individual image captured.
4.	The system must provide effective license plate capture at night with no external lighting required. The usage at night shall not disclose the presence of the cameras (such as any triggered lighting, flash, red signal light, etc.)	For night reads Flock Safety uses a non-flash infrared technology.
5.	After award of contract, all hardware and software for the initial 10 camera system shall be delivered, installed and made operational as soon as possible. It is preferred to have the solution installed and operational within 6 to 8 weeks of order.	Yes we can meet these requirements.
6.	It is preferred that each camera system is capable of capturing date/time of capture, direction of travel of entity captured, vehicle make, and any additional vehicle details at the time of capture to include condition of vehicle (damage).	Yes Flock Safety leverages its proprietary Vehicle Fingerprint Technology. All images are time stamped and condition of the vehicle can be determined by the image.

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7.	National Crime Information Center (NCIC) alerts from camera system must be relayed to Tempe Police within 60 seconds.	Yes we can do this.
8.	The Contractor shall provide system training as needed in coordination with the installation of the equipment.	Yes we will provide this.
9.	The Contractor must provide system installation according to the Tempe Police requirements (location) and provide relocation of camera(s). It is anticipated that mounting locations will be to existing signal and lighting poles. However, Contractor shall have the capability to install a custom pole configuration, if necessary.	Yes we can provide for this set of requirements.
	HARDWARE SPECIFICATIONS	
10.	The system must be primarily comprised of self-illuminating infrared (IR) cameras for effective license plate image capture in a variety of weather and lighting conditions.	Yes
11.	The cameras must be capable of producing high quality images regardless of weather or lighting conditions.	Yes
12.	All camera mounting bracket systems must be fabricated to support the Contractor's cameras and must be furnished by the Contractor.	Yes
13.	The cameras must have a fixed focal point or target distance from the camera to the vehicle license plates from 10 feet to 50 feet.	Yes
14.	It is preferred that all camera systems are solar powered.	Yes, Flock Safety cameras are powered by solar with the option to plug in electric if needed.
	SERVER SOFTWARE SPECIFICATIONS	
15.	The system must allow for an administrator to easily import users from their Active Directory, assign these users to a Group, and establish a password. Ideally, the system will integrate with Active Directory for single sign-on.	Flock Safety leverages Auth0 for authentication and authorization allowing for integration with Active Directory.

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16.	The system must provide the System Administrator with the ability to define and configure custom roles with various access privileges based upon user responsibilities.	Yes, the system is configurable to support this need.
17.	The system should allow the administrator to view users currently logged into the system, and disconnect users as needed.	Yes
18.	The system must provide the ability to query for license plate data based upon time, date, location and the user.	Yes
19.	The system shall allow for remote user setup, and networking capabilities, to facilitate querying and data sharing across agencies and jurisdictions.	Yes
20.	The client application for networked PC's and laptops must be a zero-administration installation from a web page residing on the server.	Yes
21.	Data and images stored in the system should have the capability to be printed as determined by the System Administrator.	Yes
22.	The system must provide a method for automatically purging data at the device level, based upon the System Administrator's specifications.	Yes, Flock Safety automatically purges all data (images & read metadata) after 30 days.
23.	The system shall be a cloud-based solution, compatible to interface with other agencies and other ALPR systems and databases.	Yes, the Flock Safety solution is cloud based and provides an out-of-the-box integration with other agencies using the Flock Safety solution. Additionally, Flock Safety provides APIs allowing for integration with other systems and databases.

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Scope of Work

Proposal Questionnaire

"Return this Section with your Response"

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror's overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided.

General Information Questionnaire

Item	Question	Response
1.	Provide a brief overview of the company to include its history, location, years in operation, legal formation, and general scope of services provided, etc.	Flock Safety is a public safety operating system that helps communities and law enforcement in 1000+ cities work together to eliminate crime, protect privacy, and mitigate bias. We build devices that capture objective evidence and use machine learning to decode and deliver unbiased investigative leads to law enforcement. Our proprietary devices are solar powered, utilize cloud-based software, are infrastructure free and assist in reducing crime.
2.	Identify the key contact person that will be responsible for the overall management of this contract to include brief background and contact information.	Primary Contact is Giorgio Giurdanella (Territory Manager) giorgio.giurdanella@flocksafety.com
3.	How long has your company been providing ALPR solutions?	Approximately 4 years
4.	How many law enforcement entities in the U.S. are using your ALPR product?	Over 500 nationwide
5.	How many law enforcement entities in Arizona are using your ALPR product?	5
6.	Provide an overview the ALPR solution being proposed.	The Falcon ALPR is an infrastructure-free (Solar + LTE) camera that uses machine learning to recognize vehicles and read license plates. The device integrates with Flock Safety's software application, which allows law enforcement to quickly search through hours of footage to uncover the actionable, objective evidence necessary to solve and prevent crimes.
7.	Describe all of the image capture capabilities of the solution proposed regarding vehicle information (license plate, make, damage, etc.)	In the captured image you will be able to determine the build, make, color, temporary tags, distinguishing characteristics of the vehicle, paper plate reads, licence plate reads (state identified), no plate reads, direction of travel, analytics specific to the vehicle captured.
8.	Can the solution capture paper licenses?	Yes
9.	Can the solution capture information from vehicles with no license plate?	Yes, utilizing Flock Safety's proprietary Vehicle Fingerprint Technology.
10.	How many lanes of traffic can a single camera capture simultaneously?	2 lanes

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Proposal Questionnaire

"Return this Section with your Response"

11.	What is the power source used to operate the camera solution?	Solar
12.	Describe the camera being proposed to include pixels, weight, dimensions, etc. (include photos)	Flock camera specifications attached

Proposal Questionnaire

"Return this Section with your Response"

Flock Safety Tech Specs

License plate reading cameras that capture more evidence for your city.



Dual Solar Panels

- Voltage: 18-20V
- Weight: 25.73 lbs (with hardware)
- Length: 21.25"
- Width: 28"
- Mount: Pole top or side of existing pole

Pole

- DOT breakaway pole - 12' installed height
- Diameter: 2.875" OD, 2.125" ID
- Material: 6061 Aluminum w/ black coating
- Alloy: 6061
- Weight: 32 lbs

Camera

- Length: 10.5"
- Height: 4.5"
- Depth: 5.5"
- Mounting: Adjustable band clamps
- Weight: 3.6 lbs
- Footage: Uploads via LTE
- Capture Distance: 20-90ft from vehicle
- Deployment Distance: Up to 25' from edge of roadway
- Resolution: 2508x2048
- Vehicle Speed: up to 100 MPH
- Assembly: Flock Safety in Atlanta, GA

Install Anywhere



Solar & Existing Pole



Solar & Flock Pole



Electric & Existing Pole

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Proposal Questionnaire

"Return this Section with your Response"

13.	How many vehicles can be captured per day by a single camera?	Over 30,000 reads per day per camera.
14.	Does your solution utilize a Cloud storage solution?	Yes
15.	Can your solution be integrated with Axon Evidence.com	Yes
16.	Describe the quality of the Web based footage retrieval and what Tempe Police staff can view.	Flock Safety provides a power search solution that allows for retrieval of footage by license plate look up, vehicles attributes, time, and location. Images are available for download from the portal. Additionally, images are presented to officers with each hotlist hit.
17.	Describe the camera mounting bracket system to be utilized.	Flock Safety uses a combination of RAM ball mounts and metal/rubber band clamps to secure the camera and mount it to the appropriate poles.
18.	How far can a camera be placed from the traffic focal point and still function as fully described?	The Falcon 2 camera can be placed up to 55 ft from the focal point and still capture traffic at standard speeds up to 60mph.
19.	Will your company install the cameras to mutually agreed site locations?	Yes
20.	Describe the methodology used to secure the cameras to the pole structure.	Flock Safety uses metal band clamps to secure all hardware to pole structures. No screws are required, in the event cameras wish to be relocated or removed.
21.	Will your company take down the installed cameras and re-install at new mutually agreed locations?	Yes
22.	Will the firm agree to provide a number of "no cost" relocations as part of their offer? If so, please describe the offer.	Relocation is not recommended with fixed LPR but it can be done as one time $250 cost per camera.
23.	Describe the maintenance to be performed on the installed cameras.	Regular maintenance items include maintaining camera angles, ensuring hardware is receiving adequate charge from solar panels or AC adapters, camera swaps in the event of vandalism or theft.
24.	Can the cameras capture images day and night?	Yes
25.	Describe how the cameras will avoid detection at night when triggered.	No flash infrared read facing rear of vehicle.
26.	Describe the conditions that might negatively impact the ability of the cameras to properly read vehicle plates.	Vegetation overgrowth, lack of solar power due to shade or poor weather, physical obstruction/dirt on camera lens that may hinder IR or OCR confidence.
27.	What storage solution does your company use to secure captured images?	AWS government cloud storage
28.	How long is that data available to Tempe Police?	30 days

Proposal Questionnaire

"Return this Section with your Response"

29.	How quickly does the solution notify Tempe Police staff once a license plate match is made?	Average hotlist alert time to officers is between 15-20 seconds.
30.	Describe the license plate data base that your solution utilizes to compare captured plate images.	Flock Safety ingests LPR Hotlist extract files, including the NCIC and any state, local, or custom hot lists, into Flock AWS Government Cloud. Each plate is compared in real time against these lists in order to alert the agency.
31.	Describe the training program you will offer Police staff.	Flock Safety will provide both in person and remote training programs.
32.	Describe the key personnel who will be involved in this contract.	1. Giorgio Giurdanella (Territory Manager) 2. Ryan Sanders (Market Manager) 3. Will Warren (Implementation Specialist - West)
33.	Provide three (3) references where your solution is currently being utilized. Include the organization name, key contact, phone number, e-mail, and brief description of the number of cameras being utilized and length of time utilizing the solution.	Reference #1: Captain William "Billy" Mitchell (Cobb County PD) william.mitchell@cobbcounty.org 770-590-5778 45 Cameras now, 12 more being deployed Customer since 10/2018 Reference #2: Jeanne Blackman (city manager - Youngtown, Az) jblackman@youngtownaz.org , 623-388-7899 36 Cameras Customer since 01/2021 Reference #3: Sergeant Dalton Webb #3528 (Fort Worth Police Department Intelligence Exchange Section Real Time Crime Center Supervisor) Dalton.Webb@FortWorthTexas.Gov Cell-817-992-9016 61 Cameras Customer since 12/2020
34.	Provide a timeline for the furnishing, installation, and training for 10 cameras based on a tentative award date of April 5, 2021.	Standard installation timeline is 6-8 weeks.
35.	Provide any additional information regarding the capabilities of the proposed solution.	Flock Safety's ALPR system uses a proprietary machine learning algorithm to create a Vehicle Fingerprint to identify the license plate, license plate state, vehicle make, type, and color. By identifying the state of the plate, not just the license plate #, Flock is able to decrease incorrect, noisy hotlist alerts to officers.
36.	Will your company require the City to sign a separate contract? If so please include with submittal.	Yes

Proposal Questionnaire

"Return this Section with your Response"

37.	Describe your response time commitment for camera relocations. This would be for normal/routine relocations and emergency relocations. The City would prefer emergency relocations no less than 48 hours. Response time commitment means the camera(s) are removed and installed at a new location within the time commitment offered.	In emergency situations we will aim for a 48 hour turnaround in emergency situations barring no extenuating circumstances such as technician illness or inability to travel
38.	Can your firm provide a suitable mounting pole if needed?	Yes, we can provide suitable poles for installation if no existing infrastructure is suitable or desired.
39.	Describe the pole configuration and include images of the pole configuration with submittal.	When using a Flock provided pole, all materials are DOT approved and breakaway compliant. Pole will be set 2ft below grade, with a total height of ~12' including solar panels.

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Proposal Questionnaire

"Return this Section with your Response"

Technical Questionnaire

The following section is focused on requirements covering the solution platform, security, disaster recovery, integration, etc. These questions are part of the City's standard software template and as a result not all questions will apply to this ALPR solution. Please feel free to mark NA for any questions that do not apply to the solution being proposed.

Section	Description
10.1	General IT Information
10.2	Security
10.3	Disaster Recovery
10.4	Solution Data
10.5	Integrations & Application Programmable Interface (API)
10.6	Reporting
10.7	Releases & Quality Control

Flock Safety Summary:

The Flock Safety solution is a fully integrated solution that includes hardware, install/maintenance, and a Flock cloud hosted/managed software solution.

As a cloud based SaaS solution, we are constantly releasing new features and functionality to the cloud environment and doing so in a way that keeps our goal of 99.99% uptime in mind. We notify our customers of all major releases through the Flock safety portal.

As a result, some of the following questions that apply to an on premise, customer hosted solution are not as applicable to the Flock Safety solution that is hosted and managed by Flock Safety in the AWS cloud environment.

All footage is encrypted at rest and all CJIS data is stored in the AWS GovCloud. Flock Safety uses KMS based encryption, instead of AES, therefore, limiting access to the encryption keys to only a few select Flock employees (when using AES, Amazon also has access to the encryption keys). These employees have undergone extensive background checks (as have all Flock Safety employees), as well as CJIS training and fingerprinting.

CJIS data is only made available to Law Enforcement agencies who have signed a Memorandums of Understanding (MOU) that governs the sharing of this data between Flock and the agency. No CJIS data is shared with non-Law Enforcement Flock Safety Customers.

10.1 General IT Information

1. What is the name of the product(s) that you are providing responses to via the RFP?

   Flock Safety Falcon 2 cameras (10)

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Proposal Questionnaire

"Return this Section with your Response"

2. Can your solution move from SaaS to on-premise and vice-versa? **Yes** ☐ **No** X Comments:

   The Flock Safety Solution is a fully cloud based solution that is managed by Flock Safety. APIs are available if data is required to be stored longer term on premise by the agency, or if additional integrations are required with existing solutions deployed by the customer.

3. If applicable, describe in detail your hosting platform including any third-party providers.

   Once in the cloud, all footage is encrypted at rest and all CJIS data is stored in the AWS GovCloud. Flock Safety uses KMS based encryption, instead of AES, therefore, limiting access to the encryption keys to only a few select Flock employees (when using AES, Amazon also has access to the encryption keys). These employees have undergone extensive background checks (as have all Flock Safety employees), as well as CJIS training and fingerprinting.

4. Did your Company develop your proposed solution or does your Company re-sell / integrate solutions?
   Yes X **No** ☐ Comments:

   The Flock Safety solution was developed entirely by Flock Safety and uses proprietary hardware, software, and machine learning in the solution.

5. Does your solution use IPv4 and is it compatible with IPv6? **Yes** X **No** ☐ Comments:

   Flock Safety uses IPv4 for all communication between the camera and the cloud. Flock's cloud solution is IPv6 compatible.

6. Is application administration compatible with Microsoft Windows in a VMware Vue desktop environment? If no, please explain how the application is administered by the City of Tempe staff?

   The Flock Safety solution is an entirely web based application that can be accessed via a web browser on any desktop or mobile device including Windows in a VMware Vue environment.

7. What are the recommended and/or required hardware and operating system platforms for deployment?

   Flock Safety recommends the use of Google Chrome as the browser for accessing the Flock Safety web application due to its built in notification capabilities for Hot list alerting.

8. Does the proposed solution have a mobile application for use on smartphones and tablets, and is this application compatible with iOS and Android? **Yes** X **No** ☐ Comments:

   Flock Safety provides a mobile application for capturing evidence via the smartphone camera and uploading them to the Flock Safety solution. Flock Safety plans to expand the mobile application over the coming quarters to include hotlist and search capabilities.

9. What is the release version and how long has this product been on the market?

   Flock Safety's cloud solution is constantly being updated with new features and functionality. These features are deployed to the cloud solution as they are completed, tested, and ready to be released for customer use. The Flock Safety solution has been in the market for 4 years.

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"Return this Section with your Response"

10. Describe the process your customers typically follow to customize your proposed solution.

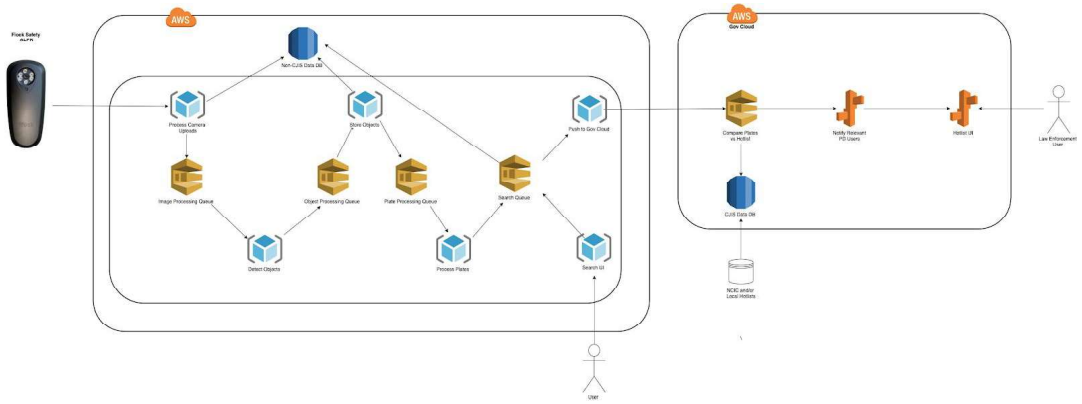
    Flock Safety customers are able to decide where all Flock LPR cameras are placed, allowing for customization of the solution for the community.

    Additionally, the customer is able to create custom user roles determining which features and cameras each role has access to, as well as rename all cameras as needed.

11. What software development language(s) and tools are used to make and maintain the proposed solution?

    Flock Safety leverages a combination of React and Node technologies to develop its solutions. All Flock solutions are deployed in AWS and leverage a number of AWS' managed services.

12. Provide detailed system architecture documentation including system, network, security, and traffic flows to assist City of Tempe Information Technology with understanding Firewall configuration and system implementation requirements.



13. Please describe your proposed solutions licensing model.

    Unlimited user licenses at no additional cost beyond the annual cost of each individual camera.

14. If using subcontractors anywhere within your process or infrastructure, describe your contractual and working relationship including; how long you have worked with them, what services they are providing, where they are located, the length of your current contract, and what extension options are in place.

    Flock Safety does not use and subcontractors

10.2 Security

1. Describe the application's integration components with Microsoft Active Directory for managing system security access and authentication.

    Flock Safety leverages Auth0 for authentication and authorization allowing for integration with Active Directory.

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Proposal Questionnaire

"Return this Section with your Response"

2. Please describe the process for user creation, management and security of customer facing user / password database.

   Flock Safety provides a robust user management portal that allows for customization and management of users and their roles/access. All user data is encrypted.

3. Does the solution allow for multi-faceted role-based authorization security levels for activities within the solution? Example: division assignment + role = permission / access **Yes** X **No** ☐ Comments:

   Flock Safety provides a robust user management portal that allows for customization and management of users and their roles/access.

4. Can the solution enforce identification security by Active Directory group memberships? **Yes** X **No** ☐ Comments:

   Flock Safety leverages Auth0 for authentication and authorization allowing for integration with Active Directory. Group based membership is possible via this integration.

5. If the application is installed on or accessed from a user's workstation, does it contain methods of security to prevent unauthorized access? **Yes** X **No** ☐ Comments:

   Flock Safety requires username and password for login, as well as providing MFA via SMS, email, and authenticator apps. Additionally, Flock has timeouts on logins to decrease instances of stale access to the Flock Safety solution.

6. Do the users of the system need local administration rights, after initial installation, in order to run the application? **Yes** ☐ **No** X Comments:

   No, the Flock Safety solution is a cloud based and accessed via the web browser with no local admin rights required.

7. Does the solution prohibit third-party vendor access to the system unless allowed by authorized personnel at the City of Tempe? **Yes** X **No** ☐ Comments:

   Yes, Flock employees or other 3rd party vendors do not access Flock customer data without authorization from customer personnel.

8. If the solution stores or transmits regulated data (PCIDSS, HIPAA, CJIS, DOJ, etc.), can you provide compliance letters to include third-party data centers? **Yes** ☐ **No** ☐ Comments:

   Flock Safety can provide overviews of third party compliance for CJIS data, including the AWS GovCloud.

9. Does the solution include granular security features to restrict information by user that can be viewed, added or modified? **Yes** X **No** ☐ Comments:

   Yes, the Flock Safety provides a robust user management portal that allows for customization and management of users and their roles/access. All user data is encrypted.

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Proposal Questionnaire

"Return this Section with your Response"

10. Does the solution support customization of the number of failed logins or access attempts that triggers account or data lockout? **Yes** ☐ **No** X Comments:

    Flock Safety locks accounts after 3 failed login attempts.

11. Describe how your web interface and exchange of information (data) uses standard SSL (Security Socket Layer) or TLS (Transport Layer Security). If neither of these security layers are used, explain what method of data security is utilized. ?

    All footage taken by the cameras is encrypted at rest while on the camera. Additionally, unlike more traditional LPR solutions, the Flock Safety cameras have no public IP, and therefore, it is not possible for anyone to connect to the camera remotely to access footage.

    Once the footage is ready to be uploaded and in turn be processed, the camera pushes the footage to the cloud. The footage is sent using secure sockets and a proprietary handshake developed by Flock Safety. Additionally, all footage is encrypted in transit.

12. Does your solution include security audit reports? If yes, please explain types and how often they are completed. **Yes** X **No** ☐ Comments:

    Flock Safety completes quarterly security audits by a 3rd party. Additionally, auditing of all user behavior is available to customers for necessary user activity auditing.

13. Does your proposed solution allow customer access to your firm's security and audit reports? **Yes** X **No** ☐ Comments:

    Flock Safety can provide access to the quarterly 3rd party security audit reports. User behavior audits are available in the portal to Flock Safety customer admins.

14. Does your proposed solution allow customer access to your firm's security breach reports and corresponding logs? **Yes** X **No** ☐ Comments:

    Flock Safety is required to notify all customers of any security breach immediately, along with providing detailed information about the breach and any remediation effects.

15. Describe how your firm manages your technology, whether on-premise or off-premise.

    Flock Safety provides a cloud based solution which is fully managed and maintained on AWS by the Flock Safety engineering team.

16. For hosted data, if applicable, provide documented security policies and procedures to include handling of electronic data, physical security, and employee security.

    CJIS data is only made available to Law Enforcement agencies who have signed a Memorandums of Understanding (MOU) that governs the sharing of this data between Flock and the agency. No CJIS data is shared with non-Law Enforcement Flock Safety Customers.

    Access to all CJIS data, along with all activities taken by users of the Flock Safety system are logged and available for auditing. Flock Safety has a set of alarms that help to monitor the health of the cameras; however, no Flock Safety employee monitors the footage taken by customer cameras unless they are given express permission

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from the customer (this permission and activity is also logged). Finally, all Flock Safety activities and processes are governed by the Flock Safety Internet Security Policy.

17. Describe how user's personally identifiable information is secured.

    All user data is secured in the Flock Safety solution using KMS based encryption, instead of AES, therefore, limiting access to the encryption keys to only a few select Flock employees (when using AES, Amazon also has access to the encryption keys).

    Information hosted by Flock Safety that is considered PII is limited to the names, email addresses, and phone numbers entered into the system by the customer administrators.

18. Has your company developed and implemented an Identity Theft Prevention Program? **Yes** ☐ **No** X Comments:

    Flock Safety encrypts all data and has strict access policies around all user information.

19. If a customer insists on different options for the identity theft monitoring, what is your policy?

    Flock Safety does not allow for different policy options.

20. How does your company respond to security breaches or loss of information?

    Please see Flock Safety's Internet Security Policy

21. Provide a comprehensive review of your company's internal and external security procedures.

    Flock Safety requires, as is required by the CJIS guidelines, all users who access CJIS data to undergo fingerprinting and security awareness training. Access to customer data is locked to internal Flock users and all external users must login with individual user credentials and MFA.

22. Describe Internet sign-on and multi-factor identification procedures. Login ID and password required, 2nd step authentication via sms.

    Flock Safety provides MFA via SMS, Email, or Authenticator app, to go along with username and password.

23. Provide options for Advanced Authentication (Two Factor Authentication), IP access restriction, and / or security challenge questions upon access from an unknown or previously used location.

    Flock Safety provides MFA via SMS, Email, or Authenticator app, to go along with username and password. Flock Safety also leverages IP based monitoring for anomaly detection.

24. What would be the City's liability in the event of a security breach, loss of data, or default by the payment card serve provider or third-party portal? See attachment below COI information.

FLOCGRO-01 TMILLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2021

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

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

PRODUCER	CONTACT NAME: Tiffany Miller
The Complete Insurance Source, Inc P.O. Box 1299 Fayetteville, GA 30214	PHONE (A/C, No, Ext): (770) 371-8257 FAX (A/C, No): (770) 371-1999 E-MAIL ADDRESS: tiffany@complete-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Atlantic Specialty Insurance	27154
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Flock Group Inc Dba Flock Safety
1170 Howell Mill Rd Northwest
Atlanta, GA 30318

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	711-01-72-03-0000	8/23/2020	8/23/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	711-01-72-03-0000	8/23/2020	8/23/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			711-01-72-03-0000	8/23/2020	8/23/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	406-04-69-96-0000	8/23/2020	8/23/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Error & Omissions			760-01-07-88-0000	8/23/2020	8/23/2021	Aggregate	5,000,000
A	InformationRisk Liab			760-01-07-88-0000	8/23/2020	8/23/2021	Aggregate	3,000,000

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

City of Tempe, its agents, representatives, directors, officials, employees, and officers, are additional insureds when required by written contract on General Liability for Ongoing and Completed Operations and Commercial Auto per forms VCG2070618, CG20370413 and VCA2010618. Coverage is Primary and Noncontributory. Waiver of Subrogation applies per forms VCG2070618, VCA2010618 and WC003130484.

CERTIFICATE HOLDER

City of Tempe
PO Box 5002
Tempe, AZ 85280

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tiffany Miller

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SCHEDULE 2

Effective 08/23/2020 , this schedule forms a part of Policy No. 711-01-72-03-0000
(At the time stated in the policy)
issued to
FLOCK GROUP INC
DBA FLOCK SAFETY

Producer: SECURERISK

by Atlantic Specialty Insurance Company

Liability Coverage Part Declarations, ASC 00 05 01 98, Continued:

Forms Applicable to the Liability Coverage Part:

ASC 00 05 01 98	LIABILITY COVERAGE PART DEC
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 06 05 14	EXCL - ACCESS OR DISCLOSURE OF CONFIDENTIAL INFORMATION
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 67 12 04	FUNGI OR BACTERIA EXCLUSION
CG 21 71 01 15	EXCL- OTHER ACTS OF TERRORISM; CAP ON CERTIFIED LOSSES
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCL (n/a to NY or WA)
OB CG INT 15 06 18	GLOBAL GENERAL LIABILITY ENDORSEMENT
OB CG INT 24 06 18	EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFED ACTS OF TERRORISM
OB IL 006 06 17	UNINTENTIONAL ERRORS OR OMISSIONS
OB INT 02 06 18	INTERNATIONAL TRAVEL ASSISTANCE SERVICES
VCG 008 02 05	EMPLOYEE BENEFITS COVERAGE FORM - CLAIMS MADE
VCG 100 10 98	LIABILITY SCHEDULE
VCG 207 06 18	BROAD FORM GENERAL LIABILITY ENDORSEMENT - TECHNOLOGY COMPANIES
VCG 282 07 09	EXCLUSION - PROFESSIONAL LIABILITY
VCG 302 07 07	ABSOLUTE EXCLUSION-ASBESTOS LIABILITY
VCG 340 02 12	EXCL-INTELLECTUAL PROPERTY AND UNFAIR TRADE PRACTICES
ASC 00 11 01 98	Schedule 2 - LIABILITY FORMS LIST

3 0-33-0217 08/19/2020 CLE CPW PR 1.000

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM GENERAL LIABILITY ENDORSEMENT – TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Section I – Coverages

1. Expected or Intended Injury (Property Damage)
2. Non-Owned Aircraft and Watercraft Under 55 Feet
3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators
4. Personal and Advertising Injury Exclusions
   a. Insureds in Media and Internet Type Businesses
   b. Electronic Chatrooms or Bulletin Boards
5. Medical Payments – Increased Limits and Time Period
6. Product Recall Expense Coverage
7. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings

B. Section II – Who is an Insured

1. Broadened Named Insured
2. Additional Insured – Broad Form Vendor
3. Additional Insured – Written Contract, Agreement, Permit or Authorization
4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics
5. User of Covered Watercraft
6. Newly Acquired or Formed Organizations

C. Section III – Limits of Insurance – Aggregate Limit Per Location

D. Section IV – Commercial General Liability Conditions

1. Duties in Event of Occurrence, Offense, Claim or Suit
2. Waiver of Subrogation When Required by Written Contract or Agreement

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish
2. Coverage Territory – Worldwide
3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight

A. Section I – Coverages

1. Expected or Intended Injury (Property Damage)

The following is added to Exclusion **2.a. Expected Or Intended Injury** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

This exclusion does not apply to "property damage" resulting from the use of reasonable force to protect persons or property.

2. Non-Owned Aircraft and Watercraft Under 55 Feet

a. The following is added to Exclusion **2.g. Aircraft, Auto or Watercraft** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

This exclusion does not apply to an aircraft that is:

(a) Hired, chartered or loaned with a paid crew; and

(b) Not owned by any insured.

b. The following replaces Exclusion **2.g.(2)(a)** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

(a) Less than 55 feet long; and

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c. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for aircraft or watercraft not owned by any insured, whether such insurance is primary, excess, contingent or on any other basis.

3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators

a. The following is added to Exclusion **2.j. Damage To Property** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

Paragraph **(1)** of this exclusion does not apply to "property damage" to real property you rent or temporarily occupy with permission of the owner.

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow while at a job site if the equipment is not being used by anyone to perform work or operations at the time of loss.

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to "property damage" arising out of the use of elevators at premises you own, rent, lease or occupy.

b. The following replaces Paragraph **6.** of **Section III – Limits Of Insurance**:

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or occupied by you with permission of the owner. If a Damage to Premises Rented to You Limit is not shown in the Declarations, that Limit will be $500,000.

c. The following is added to Paragraph **b.(1)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for real property you rent or temporarily occupy with the permission of the owner, borrowed equipment or use of elevators, whether such insurance is primary, excess, contingent or on any other basis.

4. Personal and Advertising Injury Exclusions

a. Insureds in Media and Internet Type Businesses

The following replaces Exclusion **2.j. Insureds In Media And Internet Type Businesses** of **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**:

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting; or

(2) Designing or determining content of web sites for others.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising for you, is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

b. Electronic Chatrooms or Bulletin Boards

The following replaces Exclusion **2.k. Electronic Chatrooms Or Bulletin Boards** of **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**:

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or maintains for others.

5. Medical Payments – Increased Limits and Time Period

The following provisions are modified only if Coverage **C** is not otherwise excluded by the provisions of this Coverage Part or any endorsement.

a. The following replaces Paragraph **a.(3)(b)** in Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

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b. The following is added to Paragraph **7.** of **Section III – Limits Of Insurance**:

The Medical Expenses Limit for Coverage **C** is the greater of $15,000 per person or the amount shown in the Declarations.

6. Product Recall Expense Coverage

a. The following is added to **Section I – Coverages**:

Product Recall Expense Schedule	
Product Recall Aggregate Limit	$ 50,000
Each Product Recall Limit	$ 25,000
Each Product Recall Deductible	$1,000
The limits and deductible in this Schedule apply to Product Recall Expense Coverage unless other amounts are shown in the Declarations.	

PRODUCT RECALL EXPENSE COVERAGE

We will pay "product recall expense" incurred by you or on your behalf for a "covered recall" to which this insurance applies. This insurance applies to "product recall expense" for a "covered recall" that takes place in the "coverage territory" and during the policy period. The amount we will pay for "product recall expense" is limited as described in **Section III – Limits Of Insurance**.

We will only pay the amount of "product recall expense" in excess of the Each Product Recall Deductible shown in the Schedule above. You must pay the Each Product Recall Deductible for each "covered recall" that is initiated.

b. The following is added to **Section III – Limits Of Insurance**:

The Product Recall Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all "product recall expense" incurred for all "covered recalls" initiated during the policy period.

Subject to the Product Recall Aggregate Limit, the Each Product Recall Limit shown in the Schedule above is the most we will pay for all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.

c. The following is added **Section IV – Commercial General Liability Conditions**:

Duties In The Event Of "Covered Recall"

1. You must report a "covered recall" to us as soon as practicable and no later than 30 days after you discover or are made aware of such recall.

2. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. You must see to it that the following are done as soon as practicable after an actual or anticipated "covered recall" that may result in "product recall expense":

(a) Give us notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall;

(b) Cease any further release, shipment, consignment or any other method of distribution of such product, as well as any similar products, until it has been determined that all such products are free from defects that could result in "product recall expense";

(c) As often as may be reasonably required, permit us to:

(1) Inspect "your product" and take damaged and undamaged samples of "your products" for inspection, testing and analysis; and

(2) Examine and make copies from your books and records;

(d) Within 60 days of our request and providing you the necessary forms, send us a signed, sworn proof of loss containing the information we request to settle the claim; and

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(e) Permit us to examine any insured under oath, while not in the presence of any other insured, at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. An insured's answers to the examination must be signed.

d. The following are added to **Section V – Definitions**:

"Covered recall" means a recall of "your product" made necessary because the insured or a government entity has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in, or will result in, "bodily injury" or "property damage".

"Product recall expense":

a. Means the following necessary and reasonable extra expenses incurred by you or on your behalf exclusively for the purpose of recalling "your product":

(1) Expenses for communications, including broadcast announcements or printed "advertisements" and associated stationery, envelopes and postage;

(2) Expenses for shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Expenses for overtime paid to your regular non-salaried "employees";

(4) Expenses for hiring "temporary workers";

(5) Expenses incurred by "employees", including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space; or

(7) Expenses for proper disposal of "your product" if the disposal is necessary to avoid "bodily injury" or "property damage" and is other than regularly used to discard, trash or dispose of "your product".

b. Does not include the following:

(1) Damages, fines or penalties;

(2) Defense expenses;

(3) The cost of regaining your market share, goodwill, revenue or profit; or

(4) Any expenses resulting from:

(a) Failure of any product to accomplish its intended purpose;

(b) Breach of warranties of fitness, quality, durability or performance;

(c) Loss of customer approval, or any cost incurred to regain customer approval;

(d) Redistribution or replacement of "your product" that was recalled with like products or substitutes;

(e) The insured's caprice or whim;

(f) A condition any insured knew, or had reason to know, of at the inception of this insurance that was likely to cause loss; or

(g) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

7. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings

The following replaces Paragraphs **1.b.** and **1.d.** of **Supplementary Payments – Coverages A and B** in **Section I – Coverages**:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

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B. Section II – Who is an Insured

1. Broadened Named Insured

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

2. Additional Insured – Broad Form Vendor

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as "vendor") with whom you have agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business. But none of these vendors are an additional insured:

(1) If the "products-completed operations hazard" is excluded under the Coverage Part or by endorsement;

(2) If the vendor is a person or organization from whom you have acquired the products, or any ingredient, part or container entering into, accompanying or containing those products;

(3) For "bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless that the vendor would have otherwise been liable for such "bodily injury" or "property damage" in the absence of that contract or agreement; or

(4) For "bodily injury" or "property damage" caused by or arising out of:

(a) Any express warranty not authorized by you;

(b) Any physical or chemical change in the product made intentionally by the vendor;

(c) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(d) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(e) Operations to demonstrate, install, service or repair, except those operations performed at the vendor's premises in connection with the sale of the product;

(f) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(g) The sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf, unless such act or omission is:

(i) In the course of repackaging "your products" in the original container after unpacking solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer;

(ii) A demonstration, installation, servicing or repair operation of "your products" performed at the vendor's premises in connection with the sale of the product; or

(iii) An inspection, adjustment, test or servicing of "your products" the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. The insurance afforded to such vendor under Paragraph **a.** above:

(1) Applies only to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide to such vendor.

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c. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of a vendor that qualifies as an additional insured is the amount of insurance:

a. Required by the contract or agreement; or

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

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

3. Additional Insured – Written Contract, Agreement, Permit or Authorization

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance but only with respect to liability for injury or damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf for:

(1) "Bodily injury", "property damage" or "personal and advertising injury" in the performance of your ongoing operations, and only until your operations are completed, for such person or organization at the location designated in the contract, agreement, permit or authorization;

(2) "Bodily injury", "property damage" or "personal and advertising injury" in the maintenance, operation or use of equipment leased to you by such person or organization; or

(3) "Bodily injury", "property damage" or "personal and advertising injury" in connection with premises you own, rent, lease or occupy.

b. The insurance afforded to an additional insured under Paragraph **a.** above does not apply:

(1) Unless:

(a) The contract or agreement is executed, or the permit or authorization is issued, before the "bodily injury", "property damage" or "personal and advertising injury" occurs; and

(b) The contract, agreement, permit or authorization is in effect or becomes effective during the policy period.

(2) To any:

(a) Person or organization included as an insured under any other provision of this policy, including this or any other endorsement;

(b) Lessor of equipment after the equipment lease terminates or expires;

(c) Owner or other interests from whom land has been leased;

(d) Manager or lessor of premises if:

(i) The "occurrence" takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(e) Person or organization if the "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services; or

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(f) "Bodily injury" or "property damage" occurring after:

(i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. The insurance afforded to an additional insured under Paragraph **a.** above:

(1) Applies only to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract, agreement, permit or authorization to provide to such additional insured.

d. With respect to the insurance afforded to an additional insured under Paragraph **a.** above:

(1) The following is added to Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

Regardless of the provisions of Paragraphs **a.** and **b.** above, this insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured if:

(1) Such additional insured is a Named Insured under that other insurance; and

(2) You have agreed in the contract, agreement, permit or authorization that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.

(2) The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract, agreement, permit or authorization; or

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

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics

a. The following is added to Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured**:

But an “employee” or “volunteer worker” employed or volunteering as a physician, dentist, nurse, emergency medical technician or paramedic is an insured if you are not engaged in the business or occupation of providing professional health care services.

b. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured for coverage for insured “employee” or volunteer worker who is a physician, dentist, nurse, emergency medical technician or paramedic, whether such insurance is primary, excess, contingent or on any other basis.

5. User of Covered Watercraft

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who uses, or is responsible for the use of, a watercraft covered by this policy if the use is with your express or implied consent. But no such person or organization is an insured with respect to:

a. “Bodily injury” to that person’s or organization’s “employee”; or

b. “Property damage” to property:

(1) Owned, occupied or used by; or

(2) In the care, custody or control of, rented to or over which physical control is being exercised for any purpose by;

that person or organization.

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b. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured for use of, or responsibility for use of, a watercraft covered by this policy, whether such insurance is primary, excess, contingent or on any other basis.

6. Newly Acquired or Formed Organizations

The following replaces Paragraph **3.a.** of **Section II – Who Is An Insured**:

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

C. Section III – Limits of Insurance – Aggregate Limit Per Location

The following is added to Paragraph **2.** of **Section III – Limits Of Insurance**:

The General Aggregate Limit applies separately to each "location" of yours. As used in this provision, "location" means premises you own, rent or lease involving the same or connecting lots, or whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

D. Section IV – Commercial General Liability Conditions

1. Duties in the Event of Occurrence, Offense, Claim or Suit

The following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**:

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance or risk manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report the "occurrence" or offense to your workers' compensation insurer and that "occurrence" or offense later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "occurrence" or offense is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**.

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

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **Section IV – Commercial General Liability Conditions**:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included within the "products-completed operations hazard" if the operations or work is done under a written contract or agreement with that person or organization, but only if the contract or agreement is executed before the "bodily injury" or "property damage" occurs and requires you to waive your rights of recovery.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph **3.** of **Section V – Definitions**:

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

2. Coverage Territory – Worldwide

The following replaces Paragraph **4.** of **Section V – Definitions**:

4. "Coverage territory" means anywhere other than a country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America. But the insured's

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

3. **Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight**

The following is added after Paragraph **12.f.(1)** of **Section V – Definitions**:

But a self-propelled vehicle of less than 1,000 pounds gross vehicle weight that is maintained primarily for purposes other than transportation of persons or cargo with permanently attached equipment for snow removal, road maintenance (other than construction or resurfacing) or street cleaning will be considered "mobile equipment" and not an "auto".

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POLICY CHANGE 3

Effective 08/23/2020 , this endorsement forms a part of Policy No. 711-01-72-03-0000
(At the time stated in the policy)
issued to

FLOCK GROUP INC
DBA FLOCK SAFETY
1170 HOWELL MILL RD NW
ATLANTA, GA 30318-5566

Producer: SECURERISK

by Atlantic Specialty Insurance Company

In Accordance with this Policy Change Your Premium is Revised as follows:

No Change in Premium

This Policy Change Amends the Following Policy Provisions:

Liability Declarations ASC 00 05 01 98

Add Form(s):

CG 20 37 04 13	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

Liability Schedule, VCG 100 10 98

Add Coverage(s):

49950 Owners, Lessees or Contractors - Completed Operations
Subline(s): 336 Products/Completed Operations

Loc	Bldg	Subline(s)
1	1	336

3 0-33-0217 12/22/2020 EBC CPW PR 1.000

Docusign Envelope ID: 18B8C223-17EF-4706-804B-EF72671F585D

POLICY NUMBER: 711-01-72-03-0000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s):
BLANKET AS REQUIRED BY WRITTEN CONTRACT
Location And Description of Completed Operations
Location Building 1 1
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

However:

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

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

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SCHEDULE 3

Effective 08/23/2020 , this schedule forms a part of Policy No. 711-01-72-03-0000
(At the time stated in the policy)
issued to
FLOCK GROUP INC
DBA FLOCK SAFETY

Producer: SECURERISK

by Atlantic Specialty Insurance Company

Commercial Auto Coverage Part Declarations, ACA 01 03 10, Continued:

Forms Applicable to the Auto Coverage Part:

ACA 01 03 10	BUSINESS AUTO DEC (PART I)
ACA 02 03 10	BUSINESS AUTO DEC (PART II)
ACA 03 03 10	BUSINESS AUTO DEC (PART III)
CA 00 01 10 13	BUSINESS AUTO COVERAGE FORM
CA 01 09 10 13	GA CHANGES
CA 21 11 10 13	GA UM COVERAGE - REDUCED BY AT-FAULT LIABILITY LIMITS
CA 99 03 10 13	AUTO MEDICAL PAYMENTS COVERAGE
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCL (n/a to NY or WA)
OB IL 006 06 17	UNINTENTIONAL ERRORS OR OMISSIONS
VCA 201 06 18	BROAD FORM AUTOMOBILE ENDORSEMENT
ASC 00 11 01 98	Schedule 3 - AUTO FORMS LIST
ASC 00 11 01 98	Schedule 4 - UNINSURED MOTORIST

3 0-33-0217 08/19/2020 CLE CPW PR 1.000

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM AUTOMOBILE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

B. Section II – Covered Autos Liability Coverage

1. Additional Insured – Written Contract, Agreement, Permit or Authorization
2. Broadened Named Insured
3. Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)
4. Newly Acquired or Formed Organizations
5. Supplementary Payments – Bail Bonds and Loss of Earnings

C. Section III – Physical Damage Coverage

1. Hired Auto Physical Damage Coverage
2. Towing – Any Covered Autos
3. Transportation Expenses Increased
4. Loss of Use Expenses Increased
5. Other Coverage Extensions
   - **a.** Airbag Discharge
   - **b.** Auto Theft Reward
   - **c.** Loan/Lease Gap Coverage
   - **d.** Rental Reimbursement
6. Diminution in Value
7. Communications Equipment
8. Deductible Waived For Glass Repair

D. Section IV – Business Auto Conditions

1. Duties in Event of Accident, Claim, Suit or Loss
2. Waiver of Subrogation When Required by Written Contract or Agreement

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish
2. Executive Officer

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

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

Drive Other Car Coverage

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

(1) Owned by any "insured" described in Paragraph **2.** below, or any member of their household, including any "auto" that is owned but not insured;

(2) Used by an "insured" described in Paragraph **2.** below while working in the business of selling, servicing, repairing or parking autos; or

(3) Insured or covered under another policy.

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

(1) Occupying as a passenger; or

(2) A pedestrian when struck by;

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

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

   If you are designated in the Declarations as:

   a. An individual, you and your spouse.

   b. A partnership, your partners and their spouses.

   c. An organization other than an individual or a partnership, your "executive officers" and their spouses.

3. **Limit of Insurance and Deductible**

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

4. **Other Insurance**

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

B. Section II – Covered Autos Liability Coverage

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

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

   a. Unless the written contract or agreement has been executed or the permit or authorization has been issued prior to the "accident" that caused the "bodily injury" or "property damage";

   b. To any person or organization included as an "insured" under any other provisions of this policy, including this or any other endorsement;

   c. To the independent acts or omissions of such person or organization; or

   d. To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends or the lessor or its agent takes possession of the "auto".

2. **Broadened Named Insured**

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

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

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

   (1) Using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

   (2) Operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

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

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

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4. Newly Acquired or Formed Organizations

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

(1) Coverage under this provision is afforded only until the end of the policy period; and

(2) Coverage does not apply to "bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization.

5. Supplementary Payments – Bail Bonds and Loss of Earnings

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

(2) Up to $3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Section III – Physical Damage Coverage

1. Hired Auto Physical Damage Coverage

a. If hired "autos" are covered "autos" under **Section II – Covered Autos Liability Coverage** and this policy provides Comprehensive, Specified Causes of Loss Coverage or Collison Coverage for any "auto" you own, a hired "auto" will be deemed a covered "auto" for Physical Damage Coverage subject to the provisions in Paragraph **b.** below.

b. For Hired Physical Damage Coverage provided by paragraph **a.** above:

(1) The most we will pay for "loss" to any hired "auto" is the lesser of:

(a) $75,000 for "autos" of the private passenger type and $50,000 for all other "autos";

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) The Deductible is the largest Deductible for the applicable coverage for an "auto" you own.

(3) This insurance is excess over any other valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis.

2. Towing – Any Covered Autos

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

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

3. Transportation Expenses Increased

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

4. Loss of Use Expenses Increased

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

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

5. Other Coverage Extensions

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

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a. Airbag Discharge

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

b. Auto Theft Reward

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

c. Loan/Lease Gap Coverage

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

(1) Any amount paid under the policy's Physical Damage Coverage; or

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

d. Rental Reimbursement

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

(1) We will only pay expenses incurred during the policy period at the time of the "loss" and ending, regardless of the policy period, six days after the "loss".

(2) The most we will pay is the lesser of:

(a) Reasonable and necessary expenses actually incurred; or

(b) $50 per day.

(3) This coverage does not apply if a spare or reserve "auto" is available to you.

(4) If "loss" is because of the total theft of a covered "auto", we will pay only those amounts that are not already covered under Transportation Expenses.

No Deductible applies to this Coverage Extension.

6. Diminution in Value

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

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

a. 20 percent of the actual cash value of the "auto" as of the time of the "loss"; or

b. $7,500.

7. Communications Equipment

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

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

a. Citizen's band radio;

b. Two-way mobile radio or telephone;

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c. Scanning monitor receiver; or

d. GPS navigation system.

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

8. Deductible Waived For Glass Repair

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

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

D. Section IV – Business Auto Conditions

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

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

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance or risk manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

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

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

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

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

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

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

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

2. Executive Officer

The following is added to **Section V – Definitions**:

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

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE

This form is not applicable to California.

Item 3.D SCHEDULE OF FORMS

4Q 4491-1 01 15	QUICK REFERENCE GUIDE
WC 00 00 00C 01 15	WORKERS COMPENSATION & EMPLOYERS LIABILITY POLICY
WC 00 03 08 04 84	PARTNERS, OFFICERS & OTHERS EXCLUSION ENDT (Not Applicable to AA, AE, AP, CA, IL, MN, ND, NJ, NY, OH, PA, PR, WA, WY)
WC 00 03 11A 08 91	VOLUNTARY COMPENSATION & EMPLOYERS LIABILITY COVERAGE (Not Applicable to AA, AE, AP, CA, HI, MD, MI, ND, NJ, NM, OH, PR, WA, WI, WY)
WC 00 03 13 04 84	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS (Not Applicable to AA, AE, AP, CA, KY, NH, NJ, TX, UT)
WC 00 04 04 04 84	PENDING RATE CHANGE ENDT (Not Applicable to AA, AE, AP, CA, IL, KS, MA, MN, MO, ND, NH, NM, OH, TN, TX, WA, WY)
WC 00 04 06 08 84	PREMIUM DISCOUNT ENDT (Applicable to CA, CO, CT, DE, KS, ME, MT, NY, OR, PA, TN, TX, VT, VA, HI)
WC 00 04 06A 08 95	PREMIUM DISCOUNT ENDT (Not Applicable to AA, AE, AP, CA, CO, CT, DE, HI, KS, ME, MT, ND, NJ, NY, OH, OR, PA, PR, TN, TX, VA, VT, WA, WY)
WC 00 04 14A 01 19	90 DAY REPORT REQUIR NOTIFICATION OF CHANGE IN OWNERSHIP ENDT (Not Applicable to AA, AE, AP, CA, MA, MI, ND, NJ, OH, PR, WA, WY)
WC 00 04 19 01 01	PREMIUM DUE DATE ENDT (Not Applicable to AA, AE, AP, AZ, CA, MA, MI, ND, OH, OR, PR, TX, WA, WY)
WC 00 04 21D 01 15	CATASTROPHE PREM (OTHER THAN CERTIFIED ACTS OF TERRORISM) (Not Applicable to AA, AE, AP, CA, FL, MA, MI, MN, MO, ND, NM, NV, OH, PR, TX, VA, WA, WY)
WC 00 04 22B 01 15	TERRORISM RISK INSURANCE PROGRAM REAUTH ACT DISCLOSURE (Not Applicable to AA, AE, AP, FL, MI, ND, OH, PR, WA, WY)
WC 00 04 25 01 17	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDT (Not Applicable to AA, AE, AP, CA, FL, ND, OH, PR, WA, WY)
WC 02 04 01C 02 10	AZ ALCOHOL & DRUG-FREE WORKPLACE PREMIUM CREDIT ENDT
WC 02 06 01A 09 15	AZ CANCELLATION AND NONRENEWAL ENDT
WC 09 04 03B 01 15	FL TERRORISM RISK INSURANCE REAUTHORIZATION ACT ENDT
WC 09 04 07 07 13	FL NON-COOPERATION WITH PREMIUM AUDIT ENDT

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Item 3.D SCHEDULE OF FORMS

WC 09 06 07A 07 19	FL WORKERS COMP INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDT
WC 10 04 02 01 13	GA NON-COOPERATION WITH PREMIUM AUDIT ENDT
WC 10 06 01C 07 18	GA CANCELLATION, NON-RENEWAL & CHANGE ENDT
WC 41 04 02 08 03	TN PENDING LOSS COST ENDT
WC 42 03 01J 06 20	TX AMENDATORY ENDORSEMENT
WC 42 03 04B 06 14	TX WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDT
WC 42 04 07 03 02	TX AUDIT PREMIUM AND RETROSPECTIVE PREMIUM ENDT
WC 47 03 01A 07 08	WV EMPLOYERS LIABILITY INTENTIONAL ACT EXCLUSION ENDT
WC 47 03 02 07 06	WV WORKERS COMP RECOVERY FROM OTHERS ENDT
WC 47 06 01 07 08	WV CANCELLATION ENDT
WC 90 06 01 04 14	EXECUTION OF OFFICERS SIGNATURES

Item 3.D SCHEDULE OF SUPPLEMENTAL FORMS

6 01 13	TX POSTING NOTICE - ENGLISH
6 S 01 13	TX POSTING NOTICE - SPANISH
AWC 115 02 04	PRIVACY ACT NOTICE
AWC 119 04 10	PREFERRED PROVIDER POLICY HOLDER NOTICE (Not Applicable to AA, AE, AP, KY, LA, ND, NJ, NY, OH, PR, WA, WY)
AWC 161 07 11	AZ POSTING NOTICE WORK EXPOS STAPH, MRSA, SPINAL MENING, TB
AWC 168 04 12	WV POSTING NOTICE
AWC 176 02 14	SC POSTING NOTICE
AWC 303 12 19	OPTUM PRESCRIPTION PROGRAM (Not Applicable to AA, AE, AP, ND, NY, OH, PR, WA, WY)
AWC 303 S 12 19	OPTUM PRESCRIPTION PROGRAM - SPANISH (Not Applicable to AA, AE, AP, ND, NY, OH, PR, WA, WY)
AWC 306 12 19	TX HEALTH CARE NETWORK OFFER LETTER
DFSF2DWC65 11 10	FL IMPORTANT WORKERS COMP INFO FOR FL EMPLOYERS - ENGLISH
DFSF2DWC66 11 10	FL IMPORTANT WORKERS COMP INFO FOR FL EMPLOYERS - SPANISH
FORM 09-01A 11 19	FL DRUG FREE WORKPLACE CREDIT APP
FORM 09-E 11 19	FL CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM
FORM SAFETY 09-3A 11 19	FL CERTIFICATION OF EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT
G 10874 11 17	GA DEDUCTIBLE OPTIONS NOTICE
G 12652 03 94	IMPORTANT NOTICE REGARDING SUBCONTRACTORS
G 12769 01 94	FL DEDUCTIBLE NOTICE
G 14090 06 96	GA EMPLOYERS NOTICE OF FREE SAFETY RESOURCES AVAILABLE
G 14250 11 17	SC BENEFITS DEDUCTIBLE OPTION
G 14311 11 97	SC APPLICATION DRUG FREE

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Item 3.D SCHEDULE OF SUPPLEMENTAL FORMS

ICA 04 615 01 08 01	AZ POSTING NOTICE - ENGLISH
ICA 04 615 01S 08 01	AZ POSTING NOTICE - SPANISH
ICA 41 100 08 01	AZ REPORT OF SIGNIFICANT WORK EXPOSURE TO BODILY FLUIDS
IL P 001 01 04	U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE (OFAC)
LB 0922 04 18	TN POSTING NOTICE - ENGLISH
LB 0922SP 04 18	TN POSTING NOTICE - SPANISH
NOTICEFLWC 02 16	FL INFORMATIONAL NOTICE
OBTI 117 10 19	WELCOME LETTER
PHN 101 05 20	TEXAS COMPLAINT NOTICE
RC 228 10 07	FL RISK CONTROL NOTICE
RC 257 01 18	TX RISK CONTROL NOTICE
WC 8424D 02 02	AZ POSTING NOTICE
WC BOR 07 16	GA POSTING NOTICE - BILL OF RIGHTS - ENGLISH
WC BOR SP 07 16	GA POSTING NOTICE - BILL OF RIGHTS - SPANISH
WC P1 GA 07 06	GA POSTING NOTICE - PANEL OF PHYSICIANS - ENGLISH
WC P1 GA SP 07 06	GA POSTING NOTICE - PANEL OF PHYSICIANS - SPANISH

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

Schedule of Forms

Item 3D

Applicable States - California

Policy No. 406-04-69-96-0000

Form Numbers

4Q 4491-1 01 15	QUICK REFERENCE GUIDE
AWC 115 02 04	PRIVACY ACT NOTICE
AWC 119 04 10	PREFERRED PROVIDER POLICY HOLDER NOTICE (Not Applicable to AA, AE, AP, KY, LA, ND, NJ, NY, OH, PR, WA, WY)
AWC 120 03 04	CA WHISTLEBLOWERS POSTING NOTICE - ENGLISH
AWC 121 06 04	CA WHISTLEBLOWERS POSTING NOTICE - SPANISH
AWC 131 03 17	CA MPN EMPLOYEE COMMUNICATION LETTER
AWC 132 03 17	CA MPN INFORMATION
AWC 149 02 08	CA PRIVACY DISCLOSURE NOTICE
AWC 167 01 12	CA IMPORTANT NOTICE - IF THIS POLICY IS CANCELLED
AWC 303 12 19	OPTUM PRESCRIPTION PROGRAM (Not Applicable to AA, AE, AP, ND, NY, OH, PR, WA, WY)
AWC 303 S 12 19	OPTUM PRESCRIPTION PROGRAM - SPANISH (Not Applicable to AA, AE, AP, ND, NY, OH, PR, WA, WY)
AWC 403 01 18	CA GENERAL PARTNER AND LLC WAIVER
AWC 404 01 18	CA CORPORATE OFFICERS DIRECTORS WAIVER
G 12652 03 94	IMPORTANT NOTICE REGARDING SUBCONTRACTORS
IL P 001 01 04	U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE (OFAC)
NOTICEFLWC 02 16	FL INFORMATIONAL NOTICE
OBTI 117 10 19	WELCOME LETTER
PHN 101 05 20	TEXAS COMPLAINT NOTICE
PN 04 99 01G 03 19	CA POLICYHOLDER NOTICE - RATING AND DIVIDEND INFO
PN 04 99 02B 05 02	CA POLICYHOLDER NOTICE - INSURANCE RATING LAWS
PN 04 99 04 12 01	POLICYHOLDER NOTICE - CIGA SURCHARGE
PN 04 99 08 12 19	CA POLICYHOLDER NOTICE - BILL NO 5 - INDEPENDENT CONTRACTOR
RC 270 11 09	CA RISK CONTROL NOTICE
WC 00 00 00C 01 15	WORKERS COMPENSATION & EMPLOYERS LIABILITY POLICY
WC 00 04 06 08 84	PREMIUM DISCOUNT ENDT (Applicable to CA, CO, CT, DE, KS, ME, MT, NY, OR, PA, TN, TX, VT, VA, HI)
WC 00 04 22B 01 15	TERRORISM RISK INSURANCE PROGRAM REAUTH ACT DISCLOSURE (Not Applicable to AA, AE, AP, FL, MI, ND, OH, PR, WA, WY)
WC 04 00 02 07 98	CA SCHEDULE OF NAMED INSURED
WC 04 00 03 07 98	CA SCHEDULE OF LOCATIONS
WC 04 00 04 07 98	CA SCHEDULE OF FORMS

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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Schedule of Forms

Item 3D

Applicable States - California

Policy No. 406-04-69-96-0000

Form Numbers

WC 04 03 01D 02 18	CA AMENDATORY ENDORSEMENT
WC 04 03 60B 01 15	CA EMPLOYERS LIABILITY COVERAGE AMENDATORY ENDT
WC 04 04 22 01 12	CA SHORT RATE CANCELLATION ENDT
WC 04 06 01A 12 93	CA CANCELLATION ENDORSEMENT
WC 251A 01 85	CA VOLUNTARY COMPENSATION & EMPLOYERS LIABILITY COVERAGE
WC 252 04 84	CA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDT
WC 90 06 01 04 14	EXECUTION OF OFFICERS SIGNATURES

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

AZ	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
FL	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
SC	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
TN	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
GA	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
WV	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/23/2020 Policy No. 406-04-69-96 -0000 Endorsement No.

Insured FLOCK GROUP INC Premium $

Insurance Company Atlantic Specialty Insurance Company

Countersigned By _____

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attached clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on August 23, 2020 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. 406-04-69-96-0000 Endorsement No.

of the Atlantic Specialty Insurance Company (NAME OF INSURANCE COMPANY)

issued to FLOCK GROUP INC

Premium (if any) $

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED	

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED

2. Operations:

3. Premium
   The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/23/2020 Policy No. 406-04-69-96-0000 Endorsement No.

Insured FLOCK GROUP INC Premium $

Insurance Company Atlantic Specialty Insurance Company

Countersigned By _____

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25. Provide information about any third-party data centers that provide services including, but not limited to, data storage, processing, etc.

    The Flock Safety built software is in the Flock Safety AWS Cloud environment, including all CJIS data hosted in the AWS GovCloud.

26. What are your procedures for off-site storage of information?

    Flock Safety provides an API to allow for footage to be stored by customers in an off-site storage solution.

10.3 Disaster Recovery

If a hosted solution is proposed, the Service Provider must indicate the capability to recover from natural, human-caused, and electronic disasters (including security compromises) that could interrupt service to the City and the City's customers. The Service Provider will detail their solution to include:

1. Is redundancy of network gateways using multiple, physically non-contiguous US locations provided in case of network-related issues or loss of service?

   Flock Safety leverages redundant hosting solutions via multiple AWS zones within the US.

2. Describe the environment safeguards present at any data centers that host the solution, including:
   - Fire detection and suppression
   - Uninterruptible power supply
   - Power generator management
   - Climate control
   - Procedures for off-site storage of data

   Please see AWS' overview of their environmental safeguards

3. Provide the location, including City and State, of all data centers that could potentially host Tempe data.

   Flock Safety hosts the LPR solution in AWS data centers in Ohio and Northern Virginia.

4. Will there be any cost to the City for disaster recovery services?

   There is no charge to the City for disaster recovery services.

5. Is all data, including metadata and transactional data, backed up on a scheduled basis? If yes, please describe the process and frequency.

   Flock Safety completes snapshot backups of all data on an hourly basis.

6. Does your proposed solution require a service interruption during scheduled backups? If yes, please explain.

   No, backups are completed without service interruption.

7. Does your solution have a restore process when data is lost, corrupted, etc.?

   Yes, Flock Safety is able to restore from these snapshot backups in the case of loss or corruption of data.

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8. What are your capabilities and availability for alternate processing, communications, and operations facilities?

   Flock Safety's solution is hosted in the Flock Safety AWS environment.

9. What are your plans for maintaining business processes, including communications with the City and the City's customers?

   Flock Safety provides a support team for any urgent customer support, as well as a dedicated account team for any additional communication needs and training.

10. What is the estimated time to recover from disaster events and what are the service level expectations for business continuity following a disaster?

    Due to Flock Safety's multi zone hosting approach, disaster recovery is completed in a matter of minutes.

11. Provide information related to your disaster recovery and business continuity plan including dates of disaster recovery tests and schedule for future tests.

    Flock Safety leverage multi zone deployments allowing for easy disaster recovery and failover. We are constantly running tests during each deployment to ensure reliability across zones.

10.4 Solution Data

1. Are data migration services offered? Is there an additional cost for these services? **Yes** X **No** ☐ Comments:

   Flock Safety provides an API that allows customers to pull data from the Flock Safety solution and store it on their own servers if needed.

2. What data migration tools does your company use?

   Flock Safety provides an API for data extraction from the Flock Safety solution.

3. Describe how you receive, store, process and transmit encrypted data that is provided to your software by the City.

   Flock Safety encrypts all data during transit and at rest that is uploaded to the Flock Safety solution.

4. What processes do you have in place that would allow for regularly scheduled interim return of the City's data? Would this be transactional data?

   Flock Safety provides an API that allows customers to pull data from the Flock Safety solution and store it on their own servers if needed. All Flock customer images and read data are purged after 30 days.

5. Describe the method, condition, and format (e.g. XML, JSON, native database format) you use to return City data upon expiration or cessation of use of resulting contract?

   Flock Safety provides all data exports in JSON format.

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6. Describe the data modeling documentation that will be provided for the proposed solution. Will entity relationship diagrams, data dictionaries, schemas, and record layout documentation be furnished?

   Please see Flock Safety's API documentation: https://api.flocksafety.com/api-docs/#/

10.5 Integrations & API

1. Describe the architecture of any API integration capabilities included with the proposed solution.

   Flock Safety provides integration with Axon evidence.com. Additionally, Flock Safety provides a set of search APIs: https://api.flocksafety.com/api-docs/#/

2. Does the API have an implementation that is compatible with the .NET framework? **Yes** X **No** ☐ Comments:

   Flock Safety provides a RESTful Search API: https://api.flocksafety.com/api-docs/#/

3. Does the API have an implementation that is accessible via HTTP over TLS? **Yes** X **No** ☐ Comments:

   Flock Safety provides a RESTful Search API: https://api.flocksafety.com/api-docs/#/

4. What major business functions cannot be completed via the API?

   Flock Safety provides a RESTful Search API: https://api.flocksafety.com/api-docs/#/

5. Can the solution API be used to query data stored within the application? **Yes** X **No** ☐ Comments:

   Flock Safety provides a RESTful Search API: https://api.flocksafety.com/api-docs/#/

6. Can the provided API be used to send commands to alter the state of data within the application?
   Yes ☐ **No** X Comments:

   Flock Safety provides a RESTful Search API: https://api.flocksafety.com/api-docs/#/

7. Will the solution API support web hooks or another similar form of custom callbacks that can be used to notify external systems of changes within your app in (near) real time? Describe. **Yes** ☐ **No** X Comments:

   Flock Safety provides a RESTful Search API: https://api.flocksafety.com/api-docs/#/

8. If your solution supports customizations, does the API support accessing and using those customizations (as opposed to only being able to access the "base product" through the API)? **Yes** ☐ **No** X Comments:

   Flock Safety provides a RESTful Search API: https://api.flocksafety.com/api-docs/#/

10.6 Reporting

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Proposal Questionnaire

"Return this Section with your Response"

1. Does the solution provide standard reports? If so, please list and provide samples. **Yes** X **No** ☐ Comments:

   Yes, Flock Safety provides analytics reports around searches, traffic counts, and hotlist alerts. Additionally, Flock Safety provides a full audit of user search behavior. All reports can be exported from the Flock Safety portal.

2. With this solution can end-users create and store customized queries and reports? **Yes** ☐ **No** X Comments:

   Flock Safety's insights portal provides a detailed set of analytics that can be exported from the portal. These include info around searches, traffic counts, hotlist alerts, and other user behavior.

3. What reporting technologies / platforms are used to create ad-hoc reports for the proposed solution?

   Flock Safety provides a RESTful Search API, which can be used to pull data for custom data reporting: https://api.flocksafety.com/api-docs/#/

4. Describe the system's ability to run and distribute reports on a scheduled basis.

   Flock Safety is currently working to allow insights reports to be sent automatically on a regular basis from the portal. Flock Safety does have the ability to set up regular custom reports if needed by the customer.

5. Can solution reports be exported to an external format such as an Excel workbook or a PDF? **Yes** X **No** ☐ Comments:

   Flock Safety allows for export of reports into csv and soon PDF.

6. Describe how security roles and access are maintained within the reporting function.

   Like all Flock Safety features, access to the reporting functionality is configurable by the customer by role and/or user.

10.7 Releases & Quality Control

1. Describe the criteria for assuring full system performance and outline how tests will be conducted to demonstrate proper installation.

   Flock Safety has extensive system performance monitoring to ensure the system is working to optimal performance. This includes real time alerting to an internal 24/7 DevOps organization for software.

   Additionally, all Flock Safety hardware is monitored 24/7 by automated alerting and a team of Flock Safety employees dedicated to ensuring camera performance.

2. Describe the quality assurance processes that your organization employs to ensure that solution versions are free of defects prior to release.

   Flock Safety follows a multi stage deployment process, that includes extensive automated and manually testing before any new functionality is released to the customer environment.

3. How are customers informed about new patches and upgrades?

   Flock Safety provides in-app notification of new feature releases and overall app improvements.

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"Return this Section with your Response"

4. Describe the product documentation, including any release notes that are included with minor and major releases.

   Flock Safety provides in-app notification of new feature releases and overall app improvements. Additionally, Flock Safety provides a detailed help center with documentation around all functionality and releases.

5. How frequently are minor and major solution updates released?

   Flock Safety releases new minor features regularly, with regular releases monthly and quarterly.

6. List all minor and major updates of the proposed solution including version number and date of release over the past 12 calendar months.

   As Flock Safety is a cloud based solution, Flock safety has a continuous development process. Over the last 12 months Flock Safety has implemented a number of new features of functionality including:

   - New Vehicle Type Filters
   - An Insights/Analytics Portal
   - A new User and Role management experience
   - The Flock Safety on Patrol mobile app

7. Describe the process to ensure the integrity of any customizations is maintained during upgrades.

   Flock Safety's cloud solution is upgraded in a rolling release process and is built using a microservice architecture. This allows all customizations to be maintained through any upgrades.

8. Can customers elect whether or not to upgrade to the latest version? If customers can choose to remain on an older version, are they still under active support?

   Flock Safety's cloud solution is constantly being kept up to date with new features and functionality. Features are implemented with permissions, allowing customer admins to choose which users have access to which features and functionality.

9. What is the frequency and duration of any regularly scheduled maintenance windows?

   Flock Safety does all releases in a rolling fashion. Any maintenance that requires service interruption will also be done in a rolling fashion, allowing for continued usage of the platform during maintenance.

10. Is the application unavailable during maintenance windows?

    No, the Flock Safety solution will still be available during maintenance windows.

11. Are users informed in advance of planned maintenance outages? If so, how far in advance, and in what manner?

    Flock Safety will share all planned maintenance with customers multiple days in advance via in app notifications and email.

12. Describe the lifecycle policy for the solution and the process and frequency whereby non-current versions are rotated out of active support.

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Proposal Questionnaire

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Flock Safety's cloud solution is constantly being kept to to date with the latest Flock Safety software.

Evaluation Criteria

Proposals will be reviewed by an Evaluation Committee consisting of City staff using the criteria and process outlined below.

Evaluation Process

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rank them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits and best and final offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

	Award Criteria	Weight	X	Rating	=	Points
1.	Quality of the ALPR Solution – The overall quality of the solution to include the ability of the solution to meet the performance requirements detailed herein, the quality of the cameras and capture capabilities, speed of notification alert, added value, etc.	30	X		=	
2.	Matching Data Base – The quality and volume of the data base used to compare and match captured plate images	20	X		=	
3.	Experience – The overall experience of the company in providing similar solutions to Law Enforcement accounts to include reference reviews.	15	X		=	
4.	Pricing	25	X		=	
5.	Response time commitment to complete camera re-locations.	10	X		=	
				Total	**=**	

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

Scoring

Outstanding	9 – 10
Good	6 – 8
Average	3 – 5
Poor	1 – 2
Not Addressed or Unacceptable	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) x Points Possible = Evaluation Points.

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Evaluation Criteria

Pricing Section

"Return this Section with your Response"

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	Annual Price	EXTENDED PRICE
1.	Annual fee for each camera to include all costs including equipment, software, installation, maintenance, mobile communications, delivery, etc. based on the number of cameras utilized:	10	Each	$2,500	$25,000
	Initial acquisition of 10 cameras	10	Each	$2,500	$25,000
	Accumulated utilized cameras between 11 and 20	20	Each	$2,500	$50,000
	Accumulated utilized cameras between 21 and 30	30	Each	$2,500	$75,000
	Accumulated utilized cameras between 31 and 40	40	Each	$2,500	$100,000
	Accumulated utilized cameras between 41 and 50	50	Each	$2,500	$125,000
2.	Cost per each to remove and re-install camera at new location (beyond any no-cost moves offered)	1	Each	$500	$500
3.	Cost of customized pole, if needed, to include installation	1	Each	$0.00	$0.00
3.	Firms may propose alternate pricing models based on the solution proposed. Please be sure to include any and all costs that would apply.				N/A
4.	Detail any additional costs that might apply to this agreement below:				
	Flock answer: Installation fee of $250.00 per camera, non-recurring.				
	The above pricing schedule allows for discounted pricing as the City grows its investment with the awarded firm's solution. The adjusted pricing shall be trued up on anniversary date of agreement.				

* Applicable Tax __n/a__ %

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.**

Less prompt payments discount terms of ___ % __ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement. **Flock answer: N/A**

Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to

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Pricing Section

"Return this Section with your Response"

Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:	Yesenia Loredo-Flores	Letters A – H and Numbers
	Carlene Foster	Letters I – Z
	Scott Gruber	General AP Inquiries and AP Checks

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: Flock Group Inc.

Company Purchase Order Mailing Address:

Street Address: 1170 Howell Mill Rd NW UNIT 210

City, State, Zip: Atlanta, GA 30318

Contact Person: Alex Latraverse Phone Number: (866) 901-1781

E-mail Address: Alex@flocksafety.com Cell Number: 770-905-6240

Remit to Information

Company Name (as it appears on invoice): Flock Group Inc.

Company Payment Remit to Address:

Street Address: PO Box 207576

City, State, Zip: Dallas, TX 75320-7576

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: N/A

Payment Options

Will your company accept the City's Master Card for payment?	Yes	X	No	
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes	X	No	

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Alex Latraverse

Signature of Authorized Offer

03/22/2021

Date

Alex Latraverse

Print or Type Name of Authorized Individual

VP of Growth

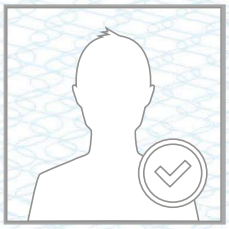
Title of Authorized Individual

Docusign Envelope ID: 18B8C223-17EF-4706-804B-EF72671F585D

Signature Certificate

Document Ref.: EN8KA-GG5KR-TQBMM-SHALG

Document signed by:



Alex Latraverse

Verified E-mail:
lat@flocksafety.com

IP: 76.97.107.29

Date: 23 Mar 2021 00:54:07 UTC

Alex Latraverse

Document completed by all parties on:
23 Mar 2021 00:54:07 UTC

Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.

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Vendor's Offer

"Return this Section with your Response"

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Anti-Discrimination Policy

COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy *or* complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

_X____ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;

_____ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

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Anti-Discrimination Policy

Only complete this document if you have 14 or less employees.

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE

CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

_____ Date: _____
Signature

_____ _____
Print Name Title

_____
Company

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Anti-Discrimination Policy

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NON-DISCRIMINATION

Flock has always maintained strong policies designed to keep the Company free from any form of discrimination. The Company will comply with all laws related to discrimination in employment because of race, color, nationality, sex, religion, creed, national origin, ancestry, citizenship status, age, disability, marital status, pregnancy, military service or veteran's status, or any other protected category or classification covered by applicable federal, state or local law.

This policy applies to all terms, conditions and privileges of employment including, but not limited to, recruiting, hiring, probation, training, placement and employee development, promotion, compensation, benefits, educational assistance, layoff or termination.

EQUAL EMPLOYMENT OPPORTUNITY

It is the Company's policy to provide equal employment opportunity to all employees and applicants for employment. Flock is an equal opportunity employer and does not discriminate against employees or applicants for employment on the basis of race, color, religion, creed, sex, age, national origin, ancestry, disability, veteran status, or any other status or condition protected by applicable federal, state or local law, except where a bona fide occupational qualification applies.

Flock will:

- Recruit, hire, train and promote persons in all job titles without regard to race, color, religion, creed, sex, age, national origin, ancestry, disability, veteran status or any other status or condition protected by applicable federal, state or local law, except where a bona fide occupational qualification applies;

- Ensure that all personnel actions, including, but not limited to, compensation, benefits, transfers, promotions, lay-offs, returns from lay-offs, company-sponsored training and social and recreational programs will be administered without regard to race, color, religion, creed, sex, age, national origin, ancestry, disability, veteran status or any other status or condition protected by applicable federal, state or local law, except where a bona fide occupational qualification applies.

Flock complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act, and all applicable state or local law. Consistent with those requirements, Flock will reasonably accommodate qualified individuals with a disability if such accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship. If you believe you need an accommodation, refer any such requests

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to Megan Adcock, Manager of People Operations. Flock will also, where appropriate, provide reasonable accommodations for an employee's religious beliefs or practices.

Supplier Sustainability Questionnaire

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit https://www.tempe.gov/government/sustainable-tempe.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
Corporate Sustainable Actions		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	**While we do not have a formal corporate statement Flock fundamentally utilizes sustainability measures. 1. Our camera is designed to run on solar. We recycle and reuse packaging. Flock also recycles electronics, batteries and plastics.**
2.	What is your company doing to be more energy efficient?	**Our camera is designed to run on solar power and is very energy efficient.**
3.	What is your company doing to reduce greenhouse gas emissions?	**We have reduced/eliminated the generation of greenhouse gases by utilizing solar installations.**
4.	What is your company doing to reduce waste transferred to landfills?	**Flock recycles and utilizes reusable packaging. Cameras that are unable to be refurbished/re-deployed are recycled for recoverable materials such as electronics, batteries, and plastics.**
5.	What is your company doing to reduce water waste?	**Flock does not produce any waste water other than from sinks and toilets. Our office and warehouse use low flow toilets.**
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials *(such as cleaning products, etc.)?*	**Flock minimizes the use of harmful chemicals other than those needed for manufacturing and support.**

Supplier Sustainability Questionnaire

7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	**We manufacture in the US and optimize our shipping and supply chain to minimize transport of materials to targeted sites for installation.**
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	**No**

Item	Question	Response
Product Sustainable Attributes		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	**Our camera is designed to be utilized and refurbished for a period of 5 years.**
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	**Yes, we refurbish products that are returned to the field for redeployment.**
3.	Does the product being offered include any recycled materials? If yes, please explain.	**Yes, cardboard is recyclable, electronics and plastics are recovered.**
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	**We worked with a 3rd party to design an efficient packaging system. We reuse boxes for transport of cameras to and from the field.**
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	**Cardboard, plastics, and packing materials.**
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	**No**
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	**None**

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

Greenhouse Gas Calculators:
https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references

Sustainable Packaging:

Supplier Sustainability Questionnaire

https://www.epa.gov/smm/sustainable-packaging
https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data

Cleaning Products:
https://www.epa.gov/saferchoice

Tool to Measure and Track your Waste and Recycling:
http://www.epa.gov/smm/wastewise/measure-progress.htm

Water Conservation:
http://water.epa.gov/polwaste/nps/chap3.cfm

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description		Included √
1.	One signed and completed copy of the Proposal response – only sections marked **"Return this Section with your Response"** are required but you may include supplemental materials you believe necessary to clarify your submittal.	
a.	Signed and Completed Vendor's Offer Form	
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal to Bids@tempe.gov The City's e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above.	
3.	Proposal General Information Questionnaire	
4.	Security Questionnaire	
4.	Pricing Section	
5.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	

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6.	If company has 15 or more employees include a copy of its anti-discrimination policy	
7.	Signed Addenda (if applicable)	
8.	Supplier Sustainability Questionnaire	

Alert – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe's Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City's web site per the below link:
https://ww2.tempe.gov/bids/

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flock safety

Giorgio Giurdanella
Territory Manager, AZ
giorgio.giurdanella@flocksafety.com
623-707-5864

Your partner in fighting crime



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Founded in 2017, protecting your jurisdiction is of the utmost importance. Thank you for considering Flock Safety's technology system as part of your comprehensive strategy to protect your city, citizens, and officers. We are more than just a camera company - we are a crime-fighting technology company with a mission to eliminate crime in the United States.

What makes Flock Safety's technology different



PUBLIC & PRIVATE PARTNERSHIPS

Thousands of communities use privately funded Flock Safety cameras throughout the country, which provides a huge benefit to local law enforcement as they can have access to those cameras without having to pay for them.



VEHICLE FINGERPRINT™ TECHNOLOGY

Capture far more than just license plates. Allow your investigators to search footage by vehicle type, make, and color; identify the state of a license plate; capture temporary plates, paper plates, and vehicles without plates. Our cameras also capture two (2) lanes of traffic traveling up to 100 MPH with a single camera.



INFRASTRUCTURE FREE

Use cameras that are solar powered and include LTE internet connectivity (unlimited use included in cost), so they can be rapidly deployed virtually anywhere.



SIMPLE & AFFORDABLE

Our cameras cost $2,500 per camera per year which includes hardware, software, solar power, LTE connectivity, unlimited users, and unlimited data storage.

We look forward to hearing from you and hope you will join the "flock"!

Thank you,

flock safety

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Meet your dedicated team:



RYAN SANDERS
GENERAL MANAGER

The jurisdiction's main point of contact who ensures satisfaction for the life of the partnership.



GIORGIO GUIRDANELLA
TERRITORY MANAGER
SOUTHEAST

The jurisdiction's point of contact on new products and services.



CONNOR ALLEN
COMMUNITY SAFETY
TERRITORY REP

Your private community's point of contact on new products and services (HOAs, Neighborhood Watch groups, small businesses, etc.).



WILL WARREN
IMPLEMENTATION
SPECIALIST

Your guide to optimal camera placement, installation, permitting, and camera maintenance.

THOMAS MCDONALD
INSTALL
TECHNICIAN

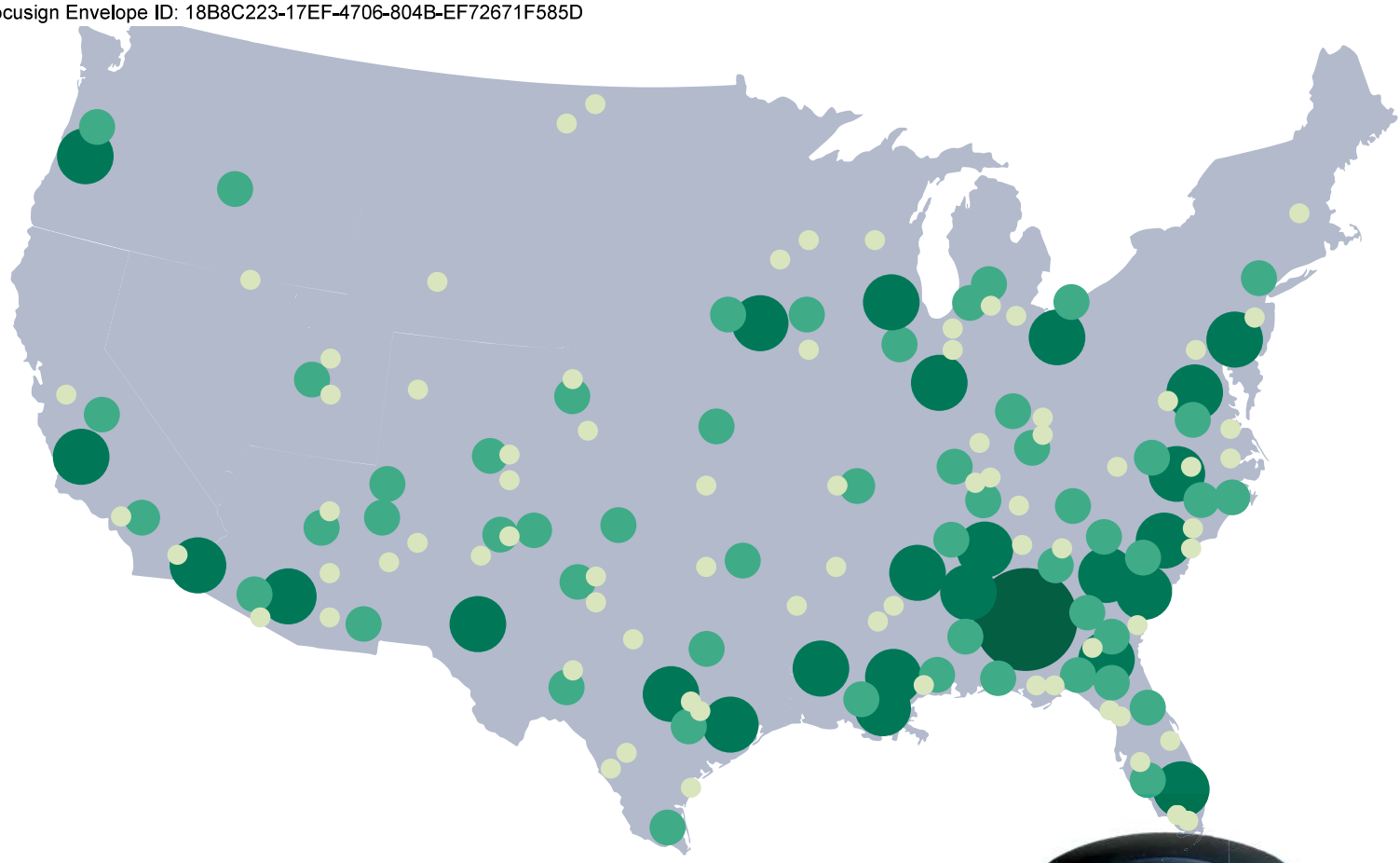
A full-time Flock Safety employee who will install all the equipment.



JOSH MILLER
PR MANAGER

Provides proactive and positive media relations with your jurisdiction, your community, and local media.

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600
Police departments

1000+
US cities

120
Stolen vehicle reads/hr

Flock Safety's technology includes fixed license plate reading cameras and software for unlimited users to access footage and receive hotlist notifications.

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Proposal Summary

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through AI and Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.

30% ▲

Our solution **captures 30% more plates** than our leading competitor, according to a side-by-side study done by LASD in 2019, largely due to using AI and Machine Learning to analyze the entire vehicle profile, instead of legacy Infrared based technology.

34% ▼

In April 2019, Marietta Police Department released a study that shows they experienced a **34% reduction in calls for service** by targeting crime hot spots throughout the city with Flock Safety cameras.

60% ▼

In October 2019, Cobb County Police Department released a study based on their installation of 13 Flock Safety cameras in March. Over the six month period, Cobb police reported a **60% reduction in overall crime** by focusing on the beat with the highest

Company Overview

Flock Safety's mission is to eliminate non-violent crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety cameras deliver the actionable evidence you need to make an arrest.

Our company is headquartered in Atlanta, Georgia. Flock Safety camera systems live in over 1000 cities in 40 states and over 600 police departments. With an average of 120 Hot List notifications sent an hour with jurisdictions throughout the U.S., our team is helping agencies solve and prevent crime every minute.

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Customer Results

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through AI and Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.



JERSEY VILLAGE, TEXAS

A camera on every street to create a virtual gate

Within one week, Flock Safety cameras notified officers of two vehicles on the NCIC Hot List. During the seizure of one of the vehicles, a wanted murderer in the state of Louisiana was arrested. Both vehicles were returned to their owners.

- Location: Houston suburb
- Flock Cameras: 50+
- Residents: 8,000
- Installation: Two months from purchase

MARIETTA, GEORGIA

34% reduction in calls for service in targeted hotspots

Cameras within the city led to the arrest of a suspect who allegedly brutally attacked a woman. Officers were able to locate and arrest the suspect using Flock cameras after weeks of the suspect being on-the-run.

- Location: Atlanta suburb, in Cobb County, Georgia
- Flock Cameras: 70 and growing within the county (30 police and 40 private cameras)
- Residents: 65,000 in Marietta
- Installation: Two months from purchase for first hotspot created



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COBB COUNTY, GEORGIA

Containment strategy in highest crime beat of the county

Cobb County Police Department utilized 35 Flock cameras in 2 containment zones in their highest crime beats to reduce crime by over 60%.

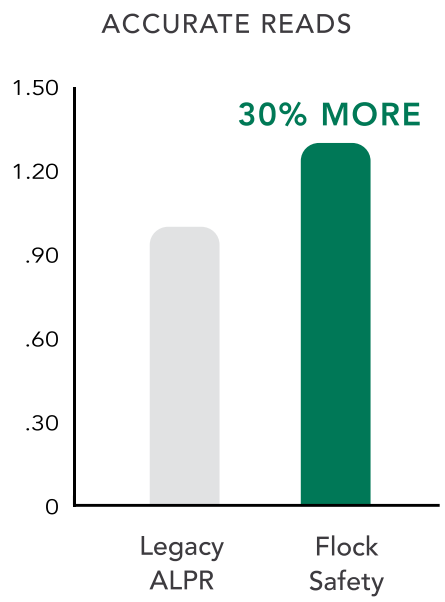
- Location: Cobb County, GA is just outside of Atlanta
- Flock Cameras: 35 for PD, over 100 including private sector cameras
- Residents: 750,000 in Cobb County
- Installation: Phased approach
- Contact: Deputy Chief Stuart Vanhoozer at **stuart.vanhoozer@cobbcounty.org** or (404) 375-1926

LOS ANGELES, CALIFORNIA

Sheriff's Department performs detection accuracy test

Los Angeles Sheriff's Department performed a head-to-head test of the Flock Safety camera versus a legacy ALPR solution.

- The results showed that the Flock Safety camera captures 30% more vehicle images and provides more accurate reads than traditional cameras triggered by infrared technology.
- Conducted in limited lighting from 2:00 AM to 8:00 AM, and from 11:00 PM to 6:00 AM.
- Causes for missed vehicles and/or misread plates were associated with the amount of reflectivity of the plate (older/dirtier tags, and dealer provided paper plates).





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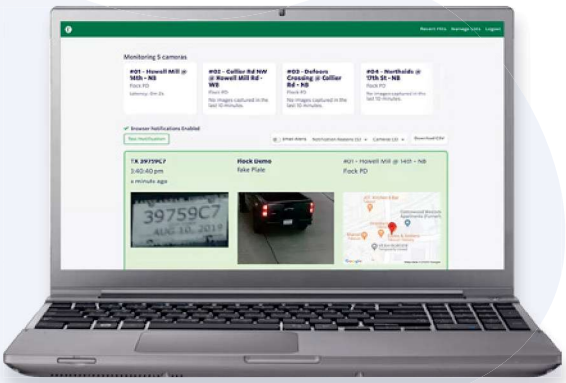
Product

Flock Safety Automatic License Plate Reading (ALPR) cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review.

The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.

SOFTWARE USER INTERFACE

Included at no additional cost with unlimited user licenses. Receive alerts to help detect crime and search footage to access evidence — with any internet-connected device (based on user credentials that are easily managed/approved by admin).



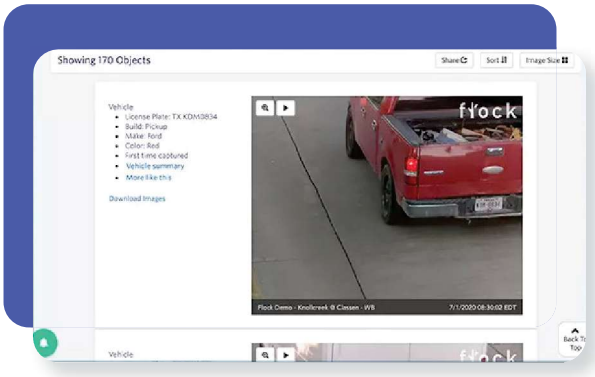
Detect Crime

- Connected to the NCIC Hot List & CJIS compliant
- State detection to ensure quality alerts
- Hotlist alerts (includes privately owned cameras in your jurisdiction)
- Create custom alerts for tags under investigation with your organization
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)
- Email and SMS alerts to users
- Audible and visual alerts

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Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate, etc.)
- Search results with vehicle summary in multiple formats
- Filter by Vehicle Fingerprint™
  - Date and time
  - Vehicle Characteristics
    - Plate (partial/full)
    - Plate Type (in state, out of state, temporary tag)
    - Build & Color
    - Resident status
    - Location/Date/Time





Insights

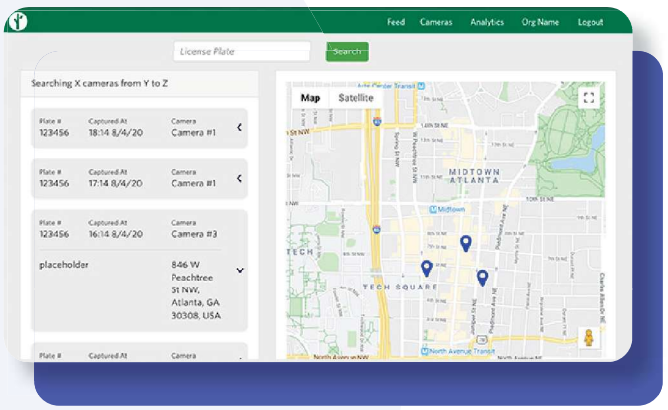
Give city council an ROI report

- Discover crime and traffic patterns
- Prioritize changes by greatest impact
- Change your community for the better

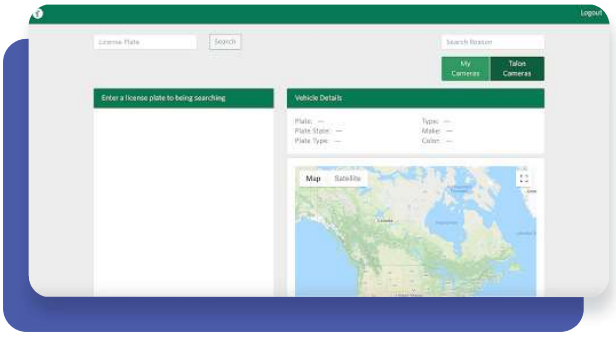
Lookup

Search plates across your jurisdiction

- "I have the plate where is the car?"
- Designed to search all cameras, all time
- Get a full view of all activity tied to one vehicle in your network



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Talon

A new way to solve cross-jurisdiction crimes

- New privacy setting (National + State search)
- 500M monthly reads
- Attached to "Lookup" experience

Peformance

DAY TIME FOOTAGE



NIGHT TIME FOOTAGE



TEMPORARY PLATE



NO PLATE



COVERED PLATE



TWO LANES OF TRAFFIC



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CAMERA SPECIFICATIONS

Design
Dimensions: 8.75" x 3"
Weight: 3 lbs
IP65 Waterproof

Power
14Ah Battery
30W Solar Panel (14" x 21")
AC Power (5 ft. range)

Data
16GB local storage, ~2 weeks

Image
5MP Image Sensor

Motion
Passive Infrared Motion Detection

Connectivity
Embedded Cellular LTE Connection
Cellular service provider depends on area

Production
Designed & manufactured in the U.S.

Night Vision
850nm Custom IR Array

Cloud Storage
30 days storage (Amazon Web Services)
Accessible via secure website
Images can be downloaded and stored by department

CAMERA PERFORMANCE

Traffic
NCIC and Custom Alert Notifications
- Average of 10-15 seconds

Includes time, location, plate, and vehicle image
Includes state specific alerts based on image

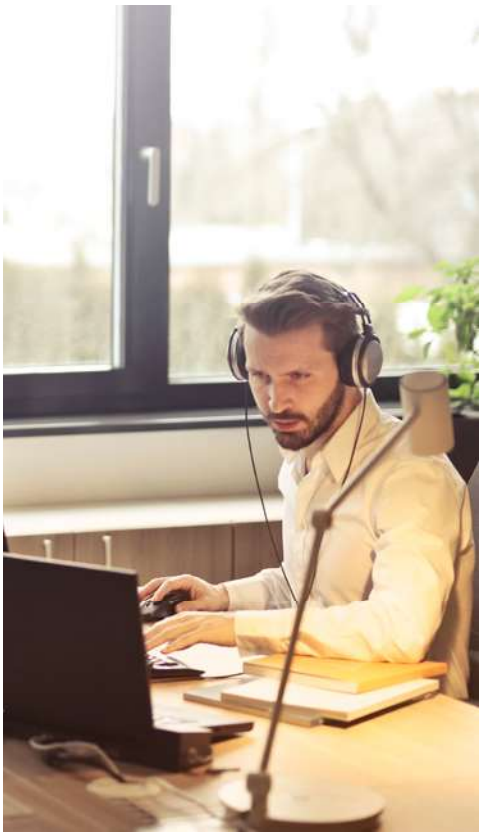
Power Source
100-240 VAC <1 amp
60 W Solar
11-14 Volt

Processing Power
1.4GHz
64-bit quad-core CPU

Image Capture
30-50 ft from vehicles
Up to 2 lanes of traffic per camera
Date and time with camera location
Plate (state, partial, paper, and none)
Vehicle details (Make, type, and color)



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Training, Ongoing Support & Timeline

New customers will first get connected with their dedicated Onboarding Specialist who will spearhead the installation project to completion. Once cameras are successfully capturing footage, customers get introduced to their dedicated Market Manager. This person serves as the main point of reference for all things Flock Safety (training, setup questions, etc). In addition, the Flock Safety Support team monitors the **support@flocksafety.com** inbox Monday through Friday, 8:00 AM to 5:00 PM EST.

SAFETY-AS-A-SERVICE

- Regular software updates at no additional cost
- Camera maintenance is included in the subscription
- Unlimited users for hotlist integration and alerts, and camera footage search

INSTALLATION & CAMERA LOCATIONS

The average installation is to 6-8 weeks. Camera locations and installation timing is coordinated by the Flock Safety Customer Support team.

City intersection
Solar & existing pole



Entrance to Hotel
Solar & Flock 14 foot pole



City Foot Traffic Street
Electric & existing pole



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Install Process Guide

TERMS, CONDITIONS, & SERVICE LEVEL AGREEMENT INFORMATION

For the complete list of Terms & Service, please visit **https://www.flocksafety.com/legal**.

WARRANTY

- All Flock products are under warranty for the duration of the Customer's contract.
- Flock cameras have built-in alarms to alert us if a camera is not performing at optimal standards. In the event of a camera performance issues, maintenance teams will be deployed at no additional cost.
- In the event the Flock camera is physically damaged or stolen, the first camera replacement will be made by Flock at not additional cost. A reassessment of camera location will be made at that time to deter further issues.
- In the unlikely case that an additional replacement camera is needed, the customer will be responsible for the $500 cost.
- Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after the Agency notifies the Flock of defect.

Pricing for ten cameras

$2,500 PER CAMERA, PER YEAR = $25,000 PER YEAR + $2,500 ONE TIME

Annual subscription includes:

Camera Hardware:

√ Automatic license plate reader
√ Solar or DC Power
√ Mounting equipment
√ Maintenance Warranty

Hosting & Analytics

√ Cloud hosting
√ Unlimited user licenses
√ Hot list integration & alerts
√ Ongoing software enhancements

YEAR 1 = $27,500
YEAR 2 = $25,000
YEAR 3 = $25,000

Flock Safety does not provide electrical services. Electrical work not included in the price. Flock Safety's open API platform will allow neighboring agencies to pull read data into their platform at no extra cost. Flock Safety is not responsible for building this integration but it would be fully supported to export camera images from Flock Safety's ALPR Cameras.

Addendum to Solicitation

City Procurement Office/City of Tempe PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324

www.tempe.gov/procurement

	Issue Date:	March 19, 2021
This addendum will modify and/or clarify:	Solicitation No.:	21-119
and is	Addendum No.:	1
	Procurement Description:	Fixed Camera ALPR Solution for Police

A. The Request for Proposal Due Date is hereby changed from March 24, 2021 to April 1, 2021. The Opening Time remains unchanged at 3:00 P.M. (MST).

B. The City is modifying all references in the RFP regarding the "provisioning of 10 cameras for the initial implementation." In a number of areas in the Scope of Work section as well as the Pricing Section the City explained that an initial implementation of 10 cameras would be authorized after award. After further research, the City will allow the proposing firms to determine the initial number of cameras needed to meet the performance objectives as described more fully below.

The following supplier questions have been received with the City's responses noted in italics:

1. Proposal Questionnaire, Technical Questionnaire, Section 10.2 Security, Question 8, p.31
   Question 8. states, "If the solution stores or transmits regulated data (PCIDSS, HIPAA, CJIS, DOJ, etc.), can you provide compliance letters to include third-party data centers?" At this time, there is no such thing as Criminal Justice Information Services Division (CJIS) certification as there is CJIS certifying body and as such, there is no way to provide compliance letters that would substantiate CJIS compliance. And, while Amazon Web Services (AWS), a Cloud Services Provider (CSP) is FedRamp compliant, organizations, such as ALPR vendors that use the cloud hosting to store or transmit data do not get certified– rather the CSP is certified and complies. For this reason, ALPR Software as a Service cannot provide certification compliance letter for, say, FedRamp certification of their cloud hosting since only Amazon holds such certification. Compliance letters do not seem applicable to the ALPR products/services being solicited as there are no applicable certifying bodies that can provide third-party certification and issue compliance letters. Can the City remove the requirement to provide compliance letters from these organizations, as they are not applicable or available or instead require that a Contractor affirm that its system and processes are CJIS (or equivalent) compliant?

   As noted in the RFP, the questions in the technical questionnaire are part of the City's standard software template and as a result not all questions will apply to this ALPR solution. Please feel free to mark NA for this question and any other questions that do not apply to the solution being proposed. If you care to include verbiage that outlines why you feel it is NA in your reply, doing so will be helpful to the committee's overall assessment of your response.

2. Pricing Section, item 2., p.40 and Proposal Questionnaire, question 22, page 28
Pricing section requirement is, “Cost per each to remove and re-install camera at new location (beyond any no-cost moves offered).” Proposal questionnaire inquires, “Will the firm agree to provide a number of “no cost” relocations as part of their offer? If so, please describe the offer.” In order to answer this question, clarification is needed on what is specifically meant by relocation. Can the City clarify what is involved with “re-install camera at new location” and “relocations” Can the City provide specific guidance regarding its relocation strategy to help us understand this requirement? Specifically, will ALPR cameras be relocated to a location without power or pole? Will they require solar? Do you know the locations you anticipate going to in the future and specifics on power and infrastructure availability? Should the City desire to not use solar-powered equipment, can the City please confirm if 120-volt power will be available at all desired ALRP locations? Is the City interested in considering trailers as an option? Can the City please specify on how often it would request re-locating a camera? In other words, does the City intend to routinely relocate cameras on a weekly or monthly basis, or will this be more of a medium or long-term strategy where cameras may be relocated sporadically based on accumulated crime data over a 6-12month period of time?

The City recognizes there could be numerous factors impacting a camera re-location. Tempe’s strategy on the overall use of fixed camera solutions will evolve with use but for now the City does not anticipate a high degree of movement on cameras – possibly once a year in some locations. For purposes of this RFP and the pricing section, please price based on relocations that would be similar as to the original location which would be using a City pole and tied into a solar array power source (or equal) provided by the firm. We are currently targeting several locations in what is referred to as the Baseline Corridor. The initial installation will be based on the number of cameras recommended by the proposing firm to meet the following objective:

Capture all vehicle traffic both east and west bound between the 2000-1300 block of West Baseline to include major points of ingress and egress within the hundred block.

The City initially estimated that this would include up to 10 cameras, but this number is being modified to allow the firm to recommend the number of cameras based on their specific camera technology.

3. Evaluation Criteria, Award Criteria, 2. Matching Data Base, p. 39; and Proposal Questionnaire, Question 30, Page 29. The Proposal Questionnaire asks to, “Describe the license plate data base that your solution utilizes to compare captured plate images.” The evaluation criteria weighting is based in part on “Matching Data Base”, specifically, “The quality and volume of the data base used to

compare, and match captured plate images." Clarification is needed on what is meant by "data base" in both instances. Can you provide an explanation of the specific data base functionality that the City is seeking, a description of such a data bases, and example/s of the types of data base to which the RFP refers? LPR typically does not require "matching to a database" unless you are referring to NCIC or other hotlists as "databases".

The term "database" may be confusing. The City would like to know what source of information your firm uses to compare against the captured images of the City's soon to be installed camera solution. The proposed solution must be capable of interfacing with the NCIC and ACIC data repositories to generate automatic notifications.

4. Proposal Questionnaire, General Information Questionnaire, #38, page 39. Questionnaire inquires, "Can your firm provide a suitable mounting pole if needed?" Clarification is needed on what the City is seeking. If poles need to be provided and the City did not want to use solar power, would the City provide a power source to the pole? Will the Contractor be required to provide engineering drawings and obtain permits for installing poles? Will the contractor be required to provide construction and traffic control services and install the poles?

The City does prefer solar power to support these installations. The City will not provide a power source. Should a pole be needed, the firm will need to work through engineering and obtain permits. The firm will also be responsible for installation and traffic control for installation of any poles required. As indicated later in this addendum, Tempe Police will assist with up to 1 hour of traffic control per location.

5. It says the City prefers a solar powered ALPR solution. Will there be areas where power and/or connectivity are available?

The City cannot guarantee the availability of power on any installed location. Companies must provide independent source of power to support their installation – such as solar, batteries, etc.

6. The system shall be a cloud-based solution, compatible to interface with other agencies and other ALPR systems and databases. Please supply a complete list of other agencies and other ALPR systems and databases to which our solution is required to be compatible and interface with.

The proposed solution must be capable of interfacing with the NCIC and ACIC data repositories. The City does not anticipate the need to interface with other ALPR solutions but if that advantage

is available the firm should indicate which other ALPR products that their solutions can interface with. The City would expect that the awarded solution would be able to share data collected from private and public entities within the same ALPR solution.

7. Per the submittal requirements on Page 47 of the RFP, items #4 is "Security Questionnaire", is there a separate questionnaire or does this refer to section 10.2 "Security" in the General Information Questionnaire?

The General Information Questionnaire is comprised of 39 questions. The Security Questionnaire begins on page 30 of the RFP and includes Section 10.1 through 10.7. Both of these questionnaires shall be returned with submittal.

8. Will the City of Tempe be supplying SIM's and necessary data plan, or are does the data plan and SIM need to be included in the ALPR solution and provided by the vendor?

The supplier shall provide the SIM and data plan.

9. After reviewing the Tempe RFP Fixed Camera ALPR Solution for Police, we would like to inquire if the City had proposed locations predetermined for the initial 10-camera locations?

Yes – The City has identified the Baseline Corridor for the initial camera installation. The City is seeking the firm's recommendation for how many cameras to be installed based on the following performance measure: Capture all vehicle traffic both east and west bound between the 2000-1300 block of West Baseline to include major points of ingress and egress within the hundred block.

10. Is there going to be a scheduled job walk?

No.

11. Are there going to be maps provided for each intersection location so we can install the proper amount of cabling?

Maps can be provided to the successful firm. It is our expectation that cabling should be minimal (if any at all) as the City is wanting to secure a self-sufficient and independent powered solution.

12. If we are installing on poles do the poles belong to the City of Tempe?

Yes.

13. Is there a design for this already?

We have identified several initial locations, but the design will be the responsibility of the successful firm.

14. Are we providing power to the poles?

The City is seeking a self-sufficient and independent powered solution.

15. Need to know what power source we are tapping into?

The City is seeking a self-sufficient and independent powered solution.

16. Are we providing the electrical work?

The firm will be responsible for any electrical work needed.

17. Will we be required to have a Police assistance on the job for most sites since there are at intersections or hire our own assistance company?

If the assistance is minimal (up to 1 hour) City Police can assist with traffic control.

18. Will we need to provide our own bucket truck for installation?

Yes

19. The concludes the questions and responses.

Please ensure that you sign and submit this addendum with your proposal response by the revised due date noted above.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

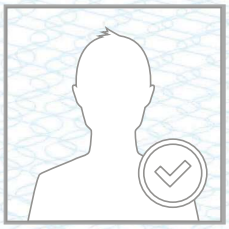
Flock Safety	Alex Latraverse, VP Sales
Name of Company	By – Name and Title (Please Print)
alex@flocksafety.com 770-905-6240	
Email Address Telephone	Alex Latraverse
Atlanta GA 30318	
City State Zip	Authorized Signature

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Signature Certificate

Document Ref.: JREUM-AAGPY-YBPTV-QV6TT

Document signed by:



Alex Latraverse

Verified E-mail:
alex@flocksafety.com

IP: 76.97.107.29

Date: 30 Mar 2021 20:10:04 UTC

Alex Latraverse

Document completed by all parties on:
30 Mar 2021 20:10:04 UTC

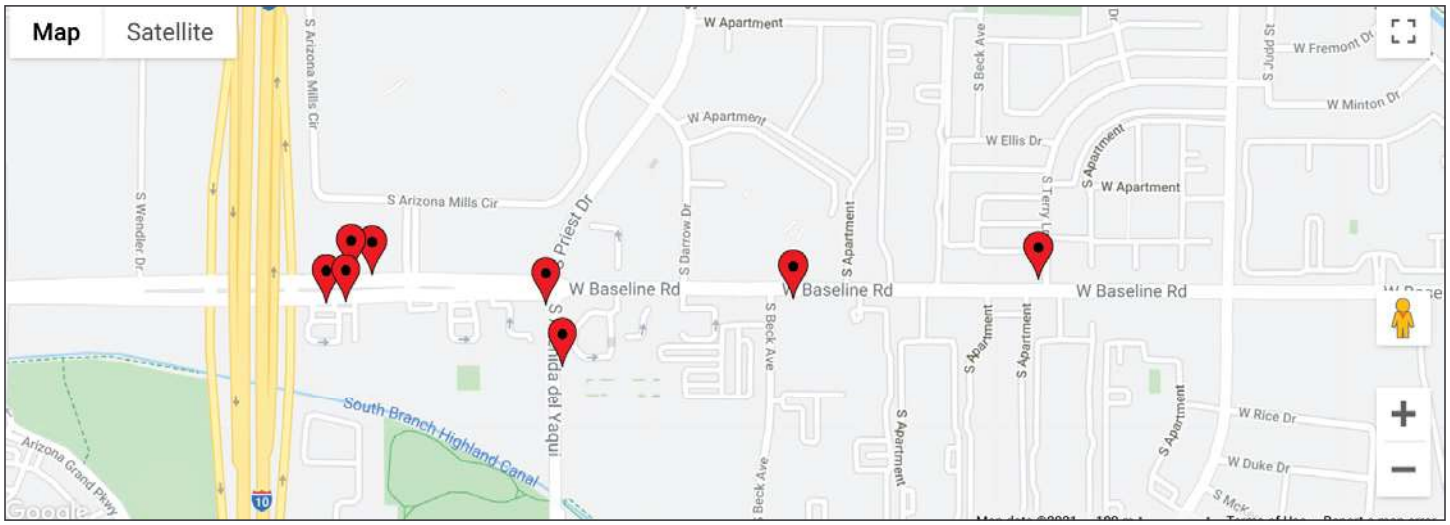
Signed with PandaDoc.com

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Addendum

Flock Safety would address the parameters put out by Tempe by having cameras placed at the locations illustrated below:



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EXHIBIT B
Scope of Work
Contractor's Proposal (5 pages)

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Flock Safety + AZ - Sedona PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Hamza Al Baroudi
hamza.albaroudi@flocksafety.com
4804892024

flock safety

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flock safety

EXHIBIT A
ORDER FORM

Customer:	AZ - Sedona PD	Initial Term:	12 Months
Legal Entity Name:	AZ - Sedona PD	Renewal Term:	24 Months
Accounts Payable Email:	ndorfman@sedonaaz.gov	Payment Terms:	Net 30
Address:	100 Roadrunner Dr Sedona, Arizona 86336	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$36,000.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	12	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	$150.00	2	$300.00
Professional Services - Standard Implementation Fee	$650.00	2	$1,300.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	$1,250.00	8	$10,000.00

Subtotal Year 1:	$47,600.00
Annual Recurring Subtotal:	$36,000.00
Estimated Tax:	$3,546.00
Contract Total:	$47,600.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Referencing Tempe's cooperative T21-119-01

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Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	$47,600.00
Annual Recurring after Year 1	$36,000.00
Contract Total	$47,600.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS ™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.

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By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: AZ - Sedona PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

Certificate Of Completion

Envelope Id: 18B8C223-17EF-4706-804B-EF72671F585D
Status: Completed
Subject: Complete with Docusign: Flock Group Inc. Linking Agreement with City of Sedona
Source Envelope:
Document Pages: 148
Signatures: 4
Envelope Originator:
Certificate Pages: 5
Initials: 0
Ian Coubrough
AutoNav: Enabled
icoubrough@sedonaaz.gov
EnvelopeId Stamping: Enabled
IP Address: 24.121.67.130
Time Zone: (UTC-07:00) Arizona

Record Tracking

Status: Original
3/4/2025 12:30:05 PM
Holder: Ian Coubrough
icoubrough@sedonaaz.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Carahsoft OBO City of Sedona
Location: Docusign

Signer Events	Signature	Timestamp
Mark Smith mark.smith@flocksafety.com General Counsel Flock Group Inc Security Level: Email, Account Authentication (None)	Signed by: Mark Smith AC5C931454C24F3... Signature Adoption: Pre-selected Style Using IP Address: 75.238.138.252	Sent: 3/4/2025 12:34:18 PM Viewed: 3/4/2025 12:56:28 PM Signed: 3/4/2025 12:56:37 PM
Electronic Record and Signature Disclosure: Accepted: 3/4/2025 12:56:28 PM ID: 68b1387e-d659-460e-bd94-9d45e631915d		
Kurt Christianson kchristianson@sedonaaz.gov City Attorney Security Level: Email, Account Authentication (None)	DocuSigned by: Kurt Christianson DA6BB971B6AF411... Signature Adoption: Pre-selected Style Using IP Address: 152.37.245.246	Sent: 3/4/2025 12:56:40 PM Resent: 3/6/2025 3:14:53 PM Viewed: 3/6/2025 3:15:31 PM Signed: 3/6/2025 3:16:39 PM
Electronic Record and Signature Disclosure: Accepted: 4/26/2022 5:16:13 PM ID: c46753ec-8983-46d1-aead-010be9376602		
Anette Spickard aspickard@sedonaaz.gov City Manager City of Sedona Security Level: Email, Account Authentication (None)	DocuSigned by: Anette Spickard 26E2EB04E4F64B8... Signature Adoption: Pre-selected Style Using IP Address: 174.205.104.35 Signed using mobile	Sent: 3/6/2025 3:16:42 PM Viewed: 3/6/2025 5:15:43 PM Signed: 3/6/2025 5:15:53 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
JoAnne Cook jcook@sedonaaz.gov City Clerk Security Level: Email, Account Authentication (None)	DocuSigned by: JoAnne Cook F3F3574389784E3... Signature Adoption: Pre-selected Style Using IP Address: 184.103.137.235	Sent: 3/6/2025 5:15:56 PM Viewed: 3/7/2025 8:35:48 AM Signed: 3/7/2025 8:36:10 AM
Electronic Record and Signature Disclosure: Accepted: 3/7/2025 8:35:48 AM ID: 9534d9b6-2fc3-408d-bcc0-069b37d963e4		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jessica Bryson jbryson@sedonaaz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/7/2025 8:36:12 AM Viewed: 3/10/2025 2:26:25 PM
Nathan Dorfman ndorfman@sedonaaz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/7/2025 8:36:13 AM Viewed: 3/11/2025 4:04:17 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/4/2025 12:34:18 PM
Certified Delivered	Security Checked	3/7/2025 8:35:48 AM
Signing Complete	Security Checked	3/7/2025 8:36:10 AM
Completed	Security Checked	3/7/2025 8:36:13 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Sedona (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Sedona:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: chardy@sedonaaz.gov

To advise Carahsoft OBO City of Sedona of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at chardy@sedonaaz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Sedona

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to chardy@sedonaaz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Sedona

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to chardy@sedonaaz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Sedona as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Sedona during the course of your relationship with Carahsoft OBO City of Sedona.