

**Flock Safety + MO - Missouri**  
**Department of Public Safety**

Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

MAIN CONTACT:  
Mike McManus  
[mike.mcmanus@flocksafety.com](mailto:mike.mcmanus@flocksafety.com)  
7607049129

**flock safety**

# flock safety

## ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (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 additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer:	MO - Missouri Department of Public Safety	Initial Term:	36 Months
Legal Entity Name:	MO - Missouri Department of Public Safety	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	P.o. Box 749 Jefferson City, Missouri 65102	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$63,000.00</b>
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	21	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	5	\$3,250.00
Professional Services - Advanced Implementation Fee	\$1,900.00	16	\$30,400.00
		<b>Subtotal Year 1:</b>	<b>\$96,650.00</b>
		<b>Annual Recurring Subtotal:</b>	<b>\$63,000.00</b>
		<b>Estimated Tax:</b>	<b>\$0.00</b>
		<b>Contract Total:</b>	<b>\$222,650.00</b>

*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.*

### Billing Schedule

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$96,650.00
<b>Annual Recurring after Year 1</b>	\$63,000.00
<b>Contract Total</b>	\$222,650.00

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence once all installations are operational and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced 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 - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

### Package: Community

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

FLOCK GROUP, INC.

Customer: MO - Missouri Department of Public Safety

By: \_\_\_\_\_

By: Sandra K. Karsten

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

Name: Sandra K. Karsten

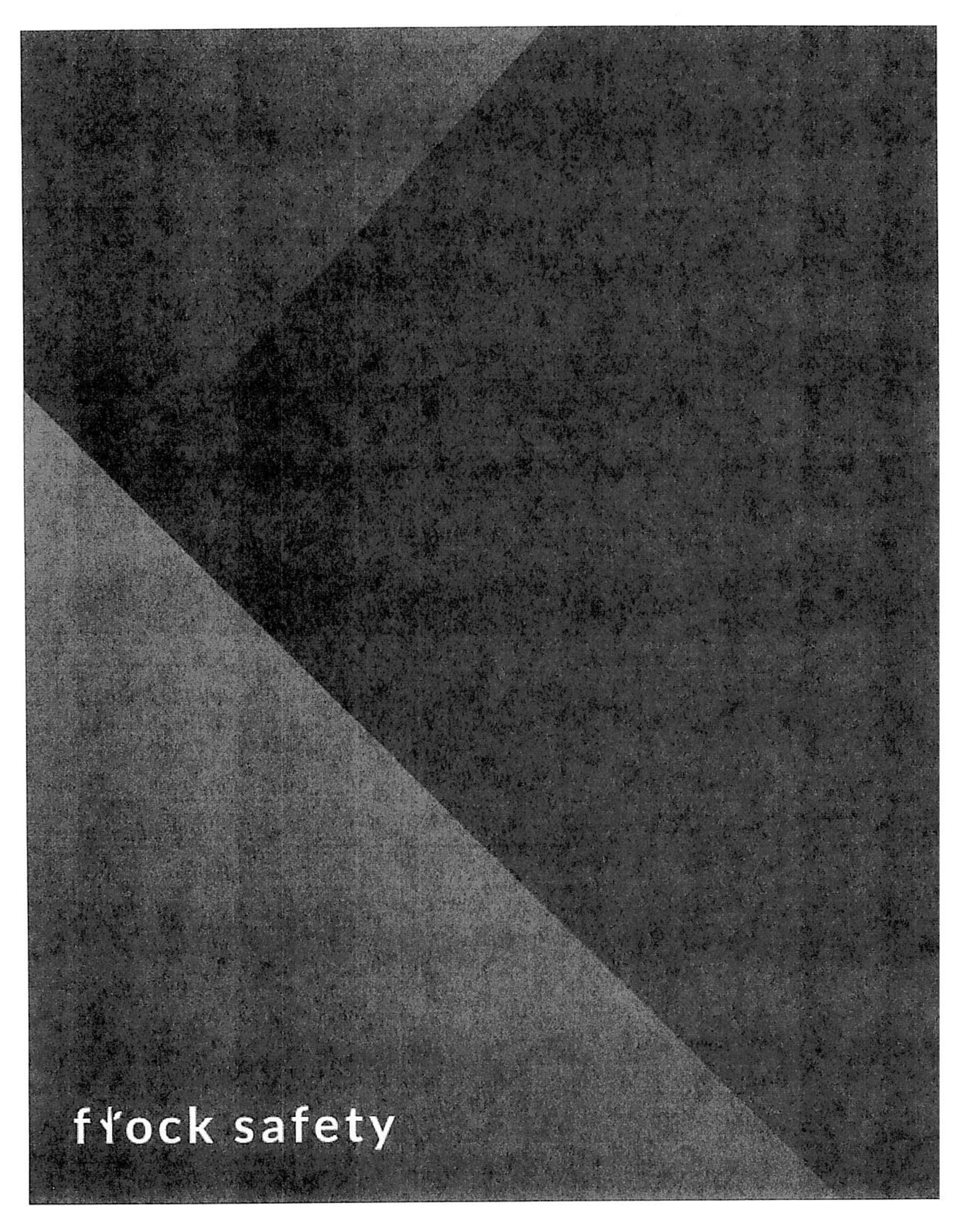
Title: \_\_\_\_\_

Title: DEPT. DIRECTOR

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

Date: 2-5-24

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



flock safety

# flock safety

## EXHIBIT A ORDER FORM

Customer: Redwood City PD  
 Legal Entity Name: Redwood City PD  
 Address: 1301 Maple St Redwood City, California 94063

Initial Term: 36 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
 Retention Period: 30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$78,500.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	25	Included
<b>Flock Safety FlockOS Add Ons</b>			
Flock Safety Advanced Search	\$3,500.00	1	\$3,500.00

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	2	\$1,300.00
Professional Services - Advanced Implementation Fee	\$1,900.00	2	\$3,800.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	21	\$3,150.00

**Subtotal Year 1:** \$86,750.00  
**Annual Recurring Subtotal:** \$78,500.00  
**Estimated Tax:** \$0.00  
**Contract Total:** \$243,750.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for one successive renewal term of 24 months ("Renewal Term") for an amount not to exceed \$157,000 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.*

Special terms:

- N/A

## Billing Schedule

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$86,750.00
<b>Annual Recurring after Year 1</b>	\$78,500.00
<b>Contract Total</b>	\$243,750.00

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced 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 - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

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

**FLOCK GROUP, INC.**

**Customer: City of Redwood City**

By: Mark Smith  
Mark Smith (Aug 31, 2023 11:21 PDT)  
Name: Mark Smith  
Title: General Counsel  
Date: August 31, 2023

By: Melina Stevenson Diaz  
Name: Melissa Stevenson Diaz  
Title: City Manager  
Date: 09/22/23  
PO Number: \_\_\_\_\_

## Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc., a Delaware corporation with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the <sup>09/22/23</sup> day of 09/22/23 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer is authorized to, and shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes in compliance with applicable laws and regulations, (“*Permitted Purpose*”).

## AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

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

1.1 “*Anonymized Data*” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “*Authorized End User(s)*” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “*Customer Data*” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “*Customer Hardware*” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “*Embedded Software*” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “*Flock Hardware*” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users in connection with Flock Services. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction:

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, which will be thirty (30) days.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface during the Retention Period Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User, which, including any such acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall instruct 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, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within twenty-four (24) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “*Support Services*”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its customers; the competitive strength of, or market for, Flock’s products or services; such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use by Customer and Customer does not cure such misuse within thirty (30) days' written notice; (d) there is a threat or attack on any of the Flock IP by a third party and interruption of services to Customer is required to protect Flock IP; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will provide written notice of any Service Interruption to Customer as soon as practicable, and will provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous interruption lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension. To the extent that the suspension is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the expiration of the Term will be tolled by the duration of the suspension (for any continuous suspension lasting

at least one full day). For example, in the event of a Service Suspension lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. 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, and Flock shall notify Customer of such circumstances.

### 3. CUSTOMER OBLIGATIONS

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel as reasonably required for Flock to perform Services (such obligations of Customer are collectively defined as "*Customer Obligations*").

**3.2 Parties' Representations:** Customer shall use Flock 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 data, video, photo, or audio content. Flock agrees with comply with

all applicable laws and regulations in its performance of this Agreement, including Flock Services.

#### 4. DATA USE AND LICENSING

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("**Customer Generated Data**"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data. Flock shall not share or disclose Anonymized Data unless required by law.

## 5. CONFIDENTIALITY; DISCLOSURES

**5.1 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 includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. Subject to the California Public Records Act, and applicable laws, 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 less than commercially reasonable precautions, 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, unless required by laws, regulations or Court order as set forth herein. 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 it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor

acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (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; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) intentionally 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 the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, 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.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than ninety (90) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least sixty (60) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Reserved.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt.

## 7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for one successive renewal term of 24 months in an amount not to exceed \$157,000.00 for the renewal term ("**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. After the Renewal Term, Customer will have the option to renew for successive renewal terms of one (1) year, upon mutual consent.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period at no additional cost to Customer. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the 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 (30) day period ("Cure Period"). Either Party may terminate this Agreement (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. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 4, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

**8.1 Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

**8.2 Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services may be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

**8.3 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 commercially reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. 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 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. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

**8.5 Insurance.** Flock will maintain insurance policies as stated in Exhibit B.

**8.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

**9.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES 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 LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (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. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF

GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS OR (III) INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION CLAIMS OR (IV) PERSONAL INJURY CLAIMS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock will defend, indemnify and hold harmless (collectively “Indemnify”) Customer and its officers, boards and commissions, agents, employees and volunteers (collectively “Indemnitees”) from and against all claims, damages, losses and expenses including reasonable attorney fees (collectively “Losses”) arising out of the performance of the Services, caused or claimed to be caused by the acts, errors and/or omissions of Flock, or any Flock personnel or anyone for whose acts any of them may be liable (collectively, “Responsible Parties”).

Flock shall further indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement.

## 10. INSTALLATION SERVICES AND OBLIGATIONS

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to termination for material breach by Customer in accordance with Section 7.2 of this Agreement. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may

remove Flock Hardware at Flock's discretion. 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 Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** Customer shall have authority to make changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("**Customer Obligations**"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Installation, maintenance, relocation and removal of Flock Hardware shall be subject to the issuance of required encroachment and building permits. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or

liability to fulfill Flock's obligations under this Agreement, and Flock shall be responsible for the acts and omissions of such subcontractors and will indemnify the Customer for any damages liabilities resulting from the acts and omissions of the subcontractors.

## 11. MISCELLANEOUS

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 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.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior written consent.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, 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 Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California. The Parties hereto agree that venue would be proper in the courts of competent

jurisdiction in the County of San Mateo, California. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, only upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Upon written consent from Customer, Flock may reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer 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 Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. 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.

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

11.12 **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 Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 **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 email; 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.



FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210  
ATLANTA, GA 30318  
ATTN: LEGAL DEPARTMENT  
EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS: Redwood City Police Department

ADDRESS: 1301 Middlefield Road, Redwood City, CA 94063

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ATTN: Lieutenant Junsun Lee

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EMAIL: jlee@redwoodcity.org

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EXHIBIT B  
INSURANCE

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage. The Commercial General Liability insurance policy shall be endorsed to name the Customer, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the Customer;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Flock in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall provide that the Customer and its officers, officials, employees, and agents shall be additional insureds, and the policy shall be primary and non-contributory.



CITY OF REDWOOD CITY, CALIFORNIA

POLICE DEPARTMENT

**REQUEST FOR PROPOSALS (RFP)**

**FIXED-MOUNT AUTOMATIC LICENSE PLATE READER (ALPR) PROGRAM**

ISSUED ON:

February 2, 2023

PROPOSALS DUE – Must be received by email by:

**March 8, 2023, 3:00 pm PST**

Late proposals will not be accepted.

CONTACT:

**Lieutenant Joshua Chilton**

**Redwood City Police Department**

[ichilton@redwoodcity.org](mailto:ichilton@redwoodcity.org)

(650) 780-7152

## SECTION I. PURPOSE

The City of Redwood City ("City") seeks written proposals to purchase automatic license plate reader (ALPR) equipment and support services, for installation of up to twenty-five (25) fixed ALPRs placed along roadways near the entrances and exits of the City of Redwood City along with other strategic locations; inclusive of all required technology and services, based on the requirements contained within this request for proposals (RFP), for a three (3) year program, with the option of extending the contract based on a review of data during the initial evaluation of the program (the "Project").

This RFP is not a commitment or contract of any kind. The City reserves the right to pursue any concept and/or solutions which arise out of this request. Costs for developing the proposals are entirely the responsibility of the proposers and shall not be reimbursed.

The City prefers a comprehensive solution with a single, prime contractor that is legally and financially responsible for all hardware (where applicable), software, and services. However, the City recognizes that some vendors may not be able to supply all of the required elements within this RFP. Therefore, the City encourages vendors to team with other vendors that complement their proposal. Ultimately, the City will seek a prime vendor to assume total project accountability and responsibility.

## SECTION II. CITY AND DEPARTMENTAL OVERVIEW

The City of Redwood City is located in the northern part of Silicon Valley, approximately 25 miles south of San Francisco, roughly midway between San Francisco and San Jose. The City is the county seat of San Mateo County, encompasses approximately 19 square miles within its corporate limits and has a population of approximately 85,200. The City was incorporated in 1867 and became a charter city in 1929, under the laws of the State of California.

The Police Department has three Divisions – Administrative Services, Patrol, and Investigations – and is comprised of 97 authorized sworn officers, 36 authorized civilian employees, 3 reserve officers, and 25 volunteers. The Department is overseen by a Chief of Police who reports to the City Manager.

The Administrative Services Division provides internal support for the Police Department, including Internal Affairs, Training, Dispatch and Records Centers, Personnel and Recruitment, Information Technology, Departmental Fiscal Management and Policy Development.

The Patrol Division is the Department's largest organizational component and includes all uniformed officers who respond to emergency and non-emergency calls for service in a patrol beat structure as well as specialized functions such as the Downtown Services Patrol Team, Marine Unit, Canine

Officers, Community Policing Activities Team, School Resource Officer Program, Traffic Enforcement Unit and the Parking Enforcement Unit.

The Investigations Division is responsible for investigating a large variety of crimes involving property (e.g., burglaries, identify theft, fraud and theft) and against persons (e.g., assaults, sexual assaults, domestic violence, robberies and homicides). The Court Liaison Officer assigned to this division works closely with the San Mateo County District Attorney’s Office to present cases for prosecution and to coordinate investigative follow-up on cases that have been filed by the District Attorney’s Office. The Division also includes a Juvenile Services Unit staffed by a Juvenile Detective and a Juvenile Specialist. The Juvenile Services Unit uses a unique combination of law enforcement and clinical social work to provide prevention and early intervention services to youth and their families in Redwood City.

**SECTION III. DEFINITIONS**

The following definitions shall apply to this Request for Proposals and its attachments:

<b>Term</b>	<b>Definition</b>
Proposer; Contractor	Any person or company submitting a proposal in response to this RFP
City	City of Redwood City
City Council	City Council for the City of Redwood City
Department	City of Redwood City Police Department
RFP	Request for Proposals
Successful Proposer	The proposal that is selected by the City of Redwood City through this RFP process to supply the services specified in the Scope of Services herein

**SECTION IV. ATTACHMENTS**

The attachments below are included with this RFP:

- Attachment A – Reference List of public sector Police Departments, preferably in California, for whom the Proposer has provided fixed-mount ALPR services
- Attachment B – Sample Software as a Service (SaaS) Procurement and Professional Services Agreement
- Attachment C – Proposal Pricing Form

## SECTION V. TIMELINE

Action	Date
Proposal Release Date	February 2, 2023
Deadline for questions/clarifications	February 22, 2023
Answers to questions released	February 28, 2023
Proposal Submittal Deadline	March 8, 2023
Successful Proposer Notification*	March 30, 2023
Contract Award*	TBD
Notice to Proceed*	TBD

\* Tentative dates

## SECTION VI. INSTRUCTIONS TO PROPOSERS

### A. EXAMINATION OF RFP DOCUMENTS

Before submitting a proposal, Proposer should read this RFP carefully and inform themselves completely of all details outlined herein. The submission of a proposal shall be deemed a representation and certification by the Proposer that:

- Proposer has carefully read and fully understands the information provided by the City to serve as the basis for submission of the proposal;
- Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted, and has demonstrated these capabilities through submitted references for review;
- All information contained in the proposal is true and correct;
- Proposer did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of the proposal; and
- Proposer acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer. Proposer grants the City permission to make these inquiries, and Proposer will provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition. Questions submitted by any proposer during the open question and clarification period will be made available to all proposers via email.

## SECTION VII. SCOPE OF SERVICES

The City of Redwood City is considering the purchase of up to twenty-five (25) fixed ALPRs throughout the City. The City is requesting the proposer include pricing associated with installing fixed ALPR solutions at up to twenty-five (25) locations throughout the City of Redwood City. The

Final locations have not yet been determined but deployment will be in all areas of the City, including Redwood Shores.

The City prioritizes the fundamental right to privacy. The ideal vendor is one that treats privacy with the sanctity it demands and who demonstrate those values in practice. Furthermore, the City wants to ensure that our contractors exemplify the highest degrees of transparency, accountability, and integrity.

This RFP does not guarantee a specific level of purchases. The City expects the purchases to be of fixed ALPR systems and software that accompanies them. The City's preference is for a cloud-based service.

This equipment shall meet the highest standards of durability and reliability to function in a 24-hour environment. The solution must withstand many years of extreme hot/cold cycles typically found in the California climate. Further, it is desired that the fixed system be powered by multiple green power sources such as solar with battery storage backup. The individually itemized three-year service agreement should include the ability to monitor and report on camera functionality to ensure 24-hour, seven day a week operational reliability.

The proposed solution shall ensure that any data gathered for the City of Redwood City remains exclusively under the ownership of the City of Redwood City, but the data will be controlled and accessed by the Redwood City Police Department under a Memorandum of Understanding and cannot be shared without the expressed consent from the City of Redwood City or the Redwood City Police Department.

The Redwood City Police Department singularly uses Evidence.com as the primary means to share digital data (video/audio/photo *et al*) with the San Mateo County District Attorney's Office for use in criminal prosecutions. It is therefore imperative that any equipment integrate with Evidence.com and allow the digital transfer of data through Evidence.com and not a stand-alone system.

All ALPR system proposals will allow for Redwood City Police Department compliance with the following California statutes that govern ALPR operation and data sharing restrictions:

**B. REQUIRED PROPOSAL SUBMISSION DOCUMENTS**

As a part of their proposal submission, Proposers shall submit the following documents.

<b>Documents to Submit</b>	<b>Comments</b>
All pages of RFP	
Reference List	Fully completed with public sector Police Departments, preferably in California, for whom the consultant has provided comprehensive fixed-mount automatic license plate reader (ALPR) services similar to those requested in this RFP
Addenda, if any	Must be signed

**C. PROPOSAL SUBMITTAL DEADLINE AND LOCATION**

Proposals are due on or before **March 8, 2023** at **3:00 PM** PST. Proposer shall email one (1) copy of its proposal to:

Lieutenant Joshua Chilton  
[jchilton@redwoodcity.org](mailto:jchilton@redwoodcity.org)

All proposals must bear the Proposer's name and address and be titled in the subject line **"PROPOSAL FOR FIXED-MOUNT AUTOMATIC LICENSE PLATE READER (ALPR) PROGRAM DUE March 8, 2023 at 3:00 PM PST**

Late proposals will not be considered.

**D. WITHDRAWAL OF PROPOSALS**

Any Proposer may withdraw their proposal by written request, addressed to the City contact specified in **Section XV** at any time prior to the Proposal Submittal Deadline.

- California Civil Code §§ 1798.90.5 et seq. This includes, but is not limited to;
  1. Civil Code §1798.90.52; §1798.90.52; and §1798.90.53
- California Government Code:
  1. Gov. Code § 34090.6 (one-year record retention requirement)
  2. Gov. Code § 7282.5 (California Values Act)
  3. Gov. Code § 7284. 2 et seq. (federal immigration agency relationship)

The vendor must agree to disclose if they have a relationship, directly or indirectly, with US Immigration and Customs Enforcement (ICE), and Customs and Border Protection (CBP) within the state of California.

The proposed solution should cover all equipment, warranty coverage periods, subscription(s), software licensing, storage fees, on-site training, and operational costs for the first year with a three-year service agreement. The three-year service agreement will specify how the system will be maintained and monitored to provide 24-hour operational reliability. The proposed service agreement should also specify what is not included in the agreement. An hourly labor billing cost (base with 2% per annum increase in year two and three of the agreement if appropriate) should be provided for service needs of the installed system and equipment beyond what may be covered by the three-year service agreement.

The Proposal should meet or exceed the proposal elements listed below. The Police Department is seeking proposals that will go beyond a “cookie cutter” approach that simply mimics what other cities are doing. The Department is seeking fresh ideas as described in SECTION I. PURPOSE of this RFP. Further, any proposal that does not meet the minimum proposal elements listed below will be considered non-responsive and ineligible for consideration. All necessary equipment, materials, insurances, and personnel should be included in the proposal.

The following proposal elements for the City of Redwood City Police Department Fixed-mount Automatic License Plate Reader (ALPR) Program are considered minimums and are not intended to be an exhaustive list.

1. Proposer’s firm/or individual proposer who will be awarded the project:
  - a. A brief outline explaining the firm/individual’s business and financial stability and how it will be able to meet the identified deliverables of the Proposal to the Redwood City Police Department over the duration of the service agreement

- b. Include detailed information about each person's expertise and experience assigned to the project to accomplish each of the deliverables identified in the Proposal
- c. Identify a Project Manager who will be assigned as a single point of contact to the Police Department to coordinate and direct the consultant's activities and to provide direct communication between the Police Department and the firm/individual. Include a list of accomplished projects of similar scope and complexity to this proposal.

**PLEASE NOTE:** Consultant staff may have access to confidential and sensitive data files and will be subject to a Department of Justice and Criminal History Live-Scan™ fingerprint check. Failure to pass the fingerprint check (no felony convictions, or convictions for misdemeanor assault, including Domestic Violence) shall exclude any employees of the vendor from access to confidential and sensitive files. All employees of vendor who will participate at the level described above in the project will be required to provide a valid issued driver's license or equivalent photo identification before they will be permitted to begin work on the project.

2. Proposed timeline for completion of the Scope of Work
3. On-line Hosting and Technical Support:
  - a. Website hosting on secure and optimized server and on-line technical support [minimum of three (3) years] including specification of guaranteed uptime rate
  - b. Yearly support, maintenance and needed updates of the ALPR hardware and software. If included in the three-year service agreement, please specify
  - c. Diagnosis and problem-solving of system errors and/or malfunctions
  - d. Warranty periods, conditions, and terms, where applicable
4. Pricing:
  - a. Total cost (including three-year service agreement and warranty fees, where applicable)
  - b. Itemized costs breakout within the total cost projection
    - i. Typical camera hardware package proposed (camera brand and model number, and pole mount recommendation)
    - ii. Cellular data connection, reoccurring costs for typical pole mounted camera solution
    - iii. Baseline installation costs per pole mounted camera solution (it is understood that DOT approved pole types for cameras mounted on certain U.S. Highways and California Interstate Highways may be required at the time of installation. The additional cost from the standard camera mounted pole solution

recommended in this RFP for standardized pricing will be addressed as an additional cost to the contract when final camera locations are determined.

- iv. Software license fees or other reoccurring fees that apply
  - v. Extended warranty fees available beyond the base manufactures warranty
  - vi. Hourly labor rate for work requested outside the warranty period(s) or service agreement defined work
- c. Progressive payment schedule recommendations for accomplishment of milestones
  - d. Any assumptions made that are not specifically identified in the RFP
  - e. Additional items not required but recommended

**A. Invoicing**

If purchase order is awarded, successful Proposer will submit invoices to: Redwood City Police Department, Attn: Jenny Stahler, 1301 Maple Street, Redwood City, CA 94063, [jstahler@redwoodcity.org](mailto:jstahler@redwoodcity.org).

**B. Payment**

Payment will be made promptly following agreed upon milestone accomplishment schedule, delivery, inspection and acceptance of an operational website, digitally produced work or hard copy goods by the Redwood City Police Department and receipt of invoice.

**C. Proposal Cost**

The Proposer must include a cost summary including all staffing, technology, travel and related expenses. All pricing must be inclusive, and include all labor, material, lodging, travel, and equipment and supplies necessary for all tasks listed in this Scope of Services. Provision of this information assists the City in determining whether the Proposer understands the project, whether the costs are fair and reasonable in light of the services to be provided and provides City staff with tools to negotiate the final cost.

The Proposer acknowledges that by submitting a proposal, the Proposer's proposed pricing is bound for ninety (90) days after the Proposal Submittal Deadline.