

flock safety

Let's defeat crime together

Your partner in fighting crime



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City of Alameda



City of Alameda,

We appreciate the opportunity to bid on this project. Based on the needs shared we are confident that we can deliver a system that will help prevent and reduce crime.

When we started Flock Safety in 2017, we were just concerned citizens trying to use our talents in electrical engineering and software development to help our neighborhoods stop property crime. Since that time, we've heard from Sheriffs, Chiefs of Police, Command Staff, City Councils, Business Leaders, and other Concerned Neighbors like us from all across the country. There is a growing desire to work together to eliminate crime and I believe that with the right technology, hard-working officers, and community engagement we can make a serious dent in the crime in your jurisdiction.

And it's working today in 2000+ cities, with 1000+ law enforcement agencies across the country. All over the East Bay, we're working with Hercules, Piedmont, San Leandro, Orinda, San Ramon, Danville, Livermore, Pleasanton, Vallejo, Benicia, Fairfield, Milpitas, and other jurisdictions throughout the greater Bay Area to help lower crime rates, find kidnapping victims and return them to their families unharmed, recover hundreds of thousands of dollars in stolen vehicles, getting illegal weapons taken off the streets, renewing energy among detectives and patrol officers, and most importantly, helping communities increase their support of local law enforcement because they are safer than ever before. Moreover, Flock is the only company in this space that views privacy as a deliverable, and we will continue to do so in perpetuity.

We want to continue that success with you and your community, so that you can:

- Use the latest, most advanced technology to capture better evidence
- Build tighter partnerships between law enforcement and the community you serve
- Have a local team of Flock Safety reps dedicated to working with you and serving you

Together, we can change the fabric of our country. We look forward to hearing from you and hope you will join the "flock"!

Thank you,



Garrett Langley
Founder and CEO

Your partner in eliminating crime

Flock Safety provides 1000+ law enforcement agencies in over 1500 cities a scalable solution for public safety that reduces crime by up to 60%. Spend less time chasing investigative leads; leverage Flock Safety's automatic license plate recognition (ALPR) and Vehicle Fingerprint™ technology to get actionable, objective evidence that drives results in your community for less than the cost of hiring an additional officer.

ALPR cameras that go anywhere

Our devices are infrastructure-free with solar power and LTE connectivity, so we can install them quickly where they make the most impact on crime.

Capture more than license plates

Search footage with 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.

Multiply your force with less

\$2,500 per camera/year includes hardware, software, solar power, data, cloud storage, ongoing maintenance, and access to 1B+ plate reads/month.

Partner with your community

Thousands of communities use privately-funded Flock Safety cameras nationwide. This means law enforcement has access to more footage without the additional cost.

Integrated Audio Detection

Uncover more than shell casings; get from "shots fired" to a suspect vehicle in real-time with the Raven™ audio detection device, an accessory for your ALPR that identifies crimes in progress before 911 is called.

1000+

agency relationships nationwide

1500+

cities with private cameras

1B+

license plate reads per month

120

Hot List notifications per hour



Flock Safety's public safety operating system includes fixed license plate reading cameras and software for unlimited users to access footage and receive Hot List notifications.

Learn more at flocksafety.com/lawenforcement.

Increase case clearance for your agency with Flock OS

Detect objective evidence 24/7

Scale public safety without growing your force or exceeding your budget. Instead of knocking on doors after a crime occurs, proactively deploy ALPR cameras or transform existing IP cameras into cameras that see like a detective 24/7 without overtime pay.



Decode footage to uncover leads

Our software identifies body type, make, color, license plate (partial, missing, or covered plates), temporary plates, license plate state, and unique features like decals, bumper stickers, and accessories that create a traceable Vehicle Fingerprint.



Deliver actionable data to your agency

Give Dispatch a birds-eye view of your jurisdiction and empower your Patrol Officers to be more effective in the field with real-time notifications related to active investigations.



"This technology provides officers the investigative leads necessary to go after suspects immediately, which is great for morale."

Sgt. Adam Senf, Vacaville, CA

195%

customer
retention

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

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.

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

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

National and Local Sharing

A new way to solve cross-jurisdiction crimes

- New privacy setting (National + State search)
- 500M monthly reads
- Attached to "Lookup" experience

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



Performance



Daytime Footage



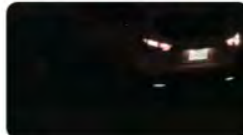
Temporary Plate



Covered Plate



Nighttime Footage



No Plate



Two Lanes of Traffic



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

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

Motion

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)

ALAMEDA POLICE DEPARTMENT

REQUEST FOR PROPOSALS



AUTOMATED LICENSE PLATE RECOGNITION DATA SYSTEM

Nishant Joshi, Chief of Police

Proposals Due on: 12 July, 2022

Introduction

Overview

The Alameda Police Department, on behalf of the City of Alameda would like to invite your company or organization to submit a written proposal to provide a consolidation and notification solution for fixed automated license plate readers (ALPR) data; inclusive of all required technology and services, based on the requirements contained within this request for proposals (RFP).

This RFP is not a commitment or contract of any kind. The City reserves the right to pursue any and/or concept 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.

RFP Structure

The proposal should demonstrate how the solution you are proposing could best satisfy the requirements of the City. This written RFP states the scope of the business and technical requirements and specifies the rules for preparing the proposal response. The RFP includes five sections as follows:

Introduction and Background: Provides an introduction to the project, background information, and the primary objectives of the initiative.

Rules of Preparation: Provides general guidelines and rules to assist vendors in preparing their responses.

Evaluations: Provides generalized scoring rubrics and award criteria.

Vendor Response: Includes questions regarding the proposing company's background and qualifications, the specifications and capabilities of the proposed systems, the services to be provided, and proposed costs.

Requirements: Includes service and functional requirements and describes the instructions for completing responses to the requirements for an ALPR solution.

Background

Project Purpose and Objectives

The Alameda Police Department has identified the need to replace our current mobile ALPR program with a fixed system. These systems will be used as a force multiplier for officers in the field and provide critical information to generate leads in criminal investigations. Therefore, there might be a future need to purchase different mobile license plate reader platforms that can integrate with this fixed ALPR system.

The Alameda Police Department 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 Alameda Police Department wants to ensure that our contractors exemplify the highest degrees of transparency, accountability, and integrity.

The City is requesting the proposer include pricing associated with installing fixed ALPR solutions at fourteen locations throughout the City of Alameda. The ALPR technology will be placed along roadways near the entrances and exits of the City of Alameda. The general locations of the ALPR could include:

1. Ron Cowan Parkway / Harbor Bay Parkway
2. Doolittle Drive and Island Drive
3. High Street Bridge
4. Fruitvale Bridge
5. Park Street Bridge
6. Webster Tube
7. Posey Tube
8. Harbor Bay Landing
9. Encinal Shopping Center
10. South Shore Center
11. Marina Village Office and Retail Center
12. Alameda Landing
13. Atlantic Plaza
14. One TBD (stationary but movable)

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 with the possibility of expanding later to include mobile solutions.

This equipment shall meet the highest standards of durability and reliability in a 24hour law enforcement 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 or battery and be monitored to ensure 24-hour operation.

The proposed solution shall ensure that any data gathered for the Alameda Police Department remains exclusively under the control and ownership of the City of Alameda and cannot be shared without the expressed consent from the City or the Alameda Police Department.

The Vendor must agree to disclose if they have a working relationship, directly or indirectly, with US Immigrations and Customs Enforcement (ICE).

The proposed solution should cover all equipment, subscription(s), software, storage, on-site training, and operational costs for at least one year.

Primary Objectives

- Purchase and install fixed ALPR platforms along the roadways surrounding the entrances and exits of Alameda along with other strategic locations.
- Maintain the highest levels of security while simultaneously protecting the privacy of all residents, business owners, and visitors.
- Collect records from several ALPRs and present the summed result as a single interface.
- Enable law enforcement users to search for full or partial plates with date range and location filters. Users may also enter a target list of license plates connected to an investigation or other duties.

Cost

The estimated cost for this project shall not exceed one hundred forty-five thousand dollars (\$145,000). Any contract(s) awarded as a result of this procurement is contingent upon funding availability.

Rules of Preparation

Introduction

The submitted proposal must adhere to the rules and format stated within this section (to ensure a fair and objective analysis of all proposals). All responses must be on these forms provided (or a copy thereof). Additional pages may be attached as necessary. Failure to comply with or complete any portion of this request may result in the rejection of a proposal at the discretion of the City. In this RFP, the terms “vendor,” “proposer,” and “offeror” are used interchangeably. Likewise, the terms “ALPR solution” and “ALPR project” are used interchangeably in this RFP.

General Provisions Regarding Public Nature of Proposals

Government Code Section 6250 et. seq., the Public Records Act, defines a public record as “any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency; regardless of physical form or characteristics.” The Public Records Act provides that public records shall be disclosed upon request. Any citizen has a right to inspect any public record unless the document is exempted from disclosure. Each RFP response shall become a public record at the time the City of Alameda City Council places an item on its agenda to award a contract. If a proposal contains proprietary trade information, that information must be clearly marked as such.

Proposer’s Rights regarding Confidentiality of Proposals

The City cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the City receives a request for any document submitted in response to this RFP, they will not assert any privileges that may exist on behalf of the person or business submitting the proposal. If a proposer believes that a portion of their proposal is confidential and notifies the City of such in writing, the City may, as a courtesy, attempt to notify the proposer of any request for the proposal. However, it would be the sole responsibility of that proposer to assert any applicable privileges or reasons why the document should not be produced and obtain a court order prohibiting disclosure. The proposer understands that the City is not responsible under any circumstances for any harm caused by producing a confidential proposal.

City’s Rights Regarding Confidentiality of Proposals

To the extent consistent with applicable provisions of the Public Records Act and applicable case law interpreting those provisions, the City and/or their officers, agents and employees retain the discretion to release or to withhold disclosure of any information submitted in response to this RFP.

Project Manager

Captain Matt McMullen from the Alameda Police Department has been designated as the Project Consultant for purposes of this RFP. He can be reached at (510) 337-8500 or by e-mail at mmcmullen@alamedaca.gov.

Vendor Inquiries

All vendor inquiries must be submitted in e-mail to the following address: mmcmullen@alamedaca.gov by close of business on the deadline for submission of written questions. Contact with other City employees, employees from any participating agencies regarding this RFP is expressly prohibited without prior written consent. Vendors found to be directly contacting any of these employees during the selection process risk elimination of their proposal from further consideration.

Deadline for Written Questions

A vendor conference will not be held. Specific questions concerning this RFP should be submitted in writing via e-mail to the Project Manager no later than **4:00 p.m. Pacific Standard Time on 20 June, 2022**. Questions arising after this date will be answered at the discretion of the City in the form of an addendum. Responses will be available to all proposing vendors.

Modifications to the RFP

Changes to this RFP shall be made only by formal written amendment(s) issued by the City. In the event it becomes necessary to revise any part of this RFP, addenda shall be provided to all vendors who have registered their interest in this project with the City. All addenda issued by the City shall be considered part of the specifications submitted to the vendors for preparation of their proposals and should be addressed in the vendor response.

Submission of Proposals

Responding vendors must submit seven (7) complete copies, one marked "ORIGINAL", plus an electronic copy with the proposer's response in any combination of Word Document, Excel Spreadsheet, or Adobe PDF.

Proposals must be submitted in a sealed envelope or box, marked "Proposal for The City of Alameda ALPR Program", and received no later than **4:00 p.m. Pacific Standard Time on 12 July, 2022**. Costs should be included in a separate sealed envelope. Address proposals to:

Alameda Police Department
1555 Oak Street
Alameda, California 94501
Attn: Captain Matt McMullen

The City assumes no responsibility for delays caused by any delivery service. Proposals received by the City after the above date and time will not be considered. Evaluation of the proposals is expected to be completed within thirty (30) calendar days after receipt. The failure or omission to examine any form, instrument or document shall not relieve vendors from any obligation in respect to its proposal.

Medium of Document

This RFP is the property of the City of Alameda. The electronic version of the RFP is available in Microsoft Word for use by vendors in preparing their proposal responses. The document may also be downloaded from the City's website at <https://alamedaca.gov> (navigate to the Business tab on the ribbon and select Bid on City Contracts). For written responses, the original format and page numbering of this RFP should be maintained. Appropriate narrative clarification of answers is encouraged as needed. However, the narrative should be provided on additional pages to maintain the original format and pagination (e.g., Exhibits, Attachments, etc.). Any omissions or errors in the submitted proposals are the responsibility of the submitting vendor. Any other duplication or use of this document is prohibited.

Cost of Preparation of Proposal

The City will not be responsible for any costs incurred by the proposer for the preparation, printing, or negotiation process. The proposer shall bear all such costs.

Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn before the date and time specified for proposal submission by an authorized representative of the vendor by formal written notice. Proposals submitted will become the property of the City after the proposal submission deadline.

Errors and Omissions

The vendor shall point out to the City, and not be allowed to take advantage of, any obvious errors and/or omissions in these specifications or in the vendor's specifications submitted with his/her proposal.

Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the vendor that are submitted as part of the proposal shall become the property of the City after the proposal submission deadline.

Acceptance Period

Proposals must provide for and allow 60 calendar days for acceptance by the City from the due date for receipt of proposals.

News Releases

News releases and all other related information (e.g., recommendations, etc.) pertaining to this project shall not be made available to anyone without prior approval by the City.

Right to Reject Proposals

The Project Manager will review all proposals to determine compliance with administrative requirements and instructions specified in this RFP. The City reserves the right to reject any and all proposals or any part of any proposal, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the initially proposed project as the City may deem necessary in its interest.

The City reserves the right to cancel the award of a contract at any time should the vendor fail to comply with the terms and conditions of this RFP. In all matters relating to the cancellation of this RFP, the City shall be the sole judge of its best interest and vendor compliance with terms and conditions.

Demonstrations

As part of the evaluation process, the City may require demonstrations of similar systems and/or specific applications that are installed and operational. Finalist vendors should be prepared to demonstrate applications and answer questions from the City. All costs of the demonstrations are the vendor's responsibility. Additionally, the City may require visits to existing installations of comparable systems. The City will be responsible for costs associated with visiting other installations.

Evaluations

Evaluation Procedure

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals will be conducted by an evaluation team composed of representatives from the City of Alameda, which will determine the ranking of the proposals.

Items in Appendix A, Checklist for Responsiveness, must be included as part of the proposal. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team. The City, at its sole discretion, may elect to select the top-scoring vendors as finalists to make an oral presentation and/or demonstration to the evaluation team.

Award Criteria

The award of this RFP will be based on the following criteria and other criteria identified in this solicitation.

Section	Possible Points
Cost/Pricing	200
Vendor compatibility with current APD systems	100
System requirements with an emphasis on privacy	700
Total Possible Points	1000

Initial Determination of Responsiveness:


Proposals will be reviewed initially to determine, on a pass/fail basis, whether they meet all administrative requirements specified in this RFP.

The City reserves the right to determine at its sole discretion whether a vendor’s response to a mandatory requirement is sufficient to pass. However, if all responding vendors fail to meet any single mandatory item, the City reserves the right to either: (1) cancel the procurement or (2) revise or delete the mandatory item.

Cost/Pricing (200 pts):

The vendor with the lowest cost proposal will receive the maximum (200) cost evaluation points. Those proposals with higher costs will receive proportionately fewer cost evaluation points based upon the lowest cost proposal.

Example of Cost evaluation:

Vendor A: (Lowest cost/pricing)	$\$19,000.00 = 200 \text{ Points}$  <i>Lowest cost bid receives all 200 available points</i>
Vendor B: (2 nd Lowest cost/pricing)	$\$21,000.00$ $\$19,000.00 / \$21,000.00 = .9047 * 200 = 180.95 \text{ Points}$ <small>Lowest Bid / Higher Bid = Percentage of Available Points * Available Points = Points Awarded</small>

Vendor Compatibility (100 pts):

The evaluation team will review the vendor compatibility and assign a score. The evaluation team need not award all possible points and will score consistent with their values and best professional judgment. The evaluation team will primarily focus on the considerations stated in the solicitation. The scoring may be performed in isolation or together as a group, or a combination of both.

Assessment of the vendor questionnaire will use a score of 10-100 for the quality of the compatibility for the evaluation questions formulated. The score for each question will then be converted to a percentage of 100 and applied to the weight (percent of total points available for the questionnaire) of the question and the total points available to the questionnaire to arrive at the total points awarded for the question.

Example:

Total Points available to Vendor Questionnaire = 100

Final Average Score for Bidder A = 87 out of 100 = 87%

*Score Awarded Bidder A for = 100 * 87% = 87*

System Requirements (700 pts):

The evaluation team will review the business requirements and assign a score. The evaluation team need not award all possible points and will score consistent with their values and best professional judgment. The evaluation team will primarily focus on the considerations stated in the solicitation. The scoring may be performed in isolation or together as a group, or a combination of both. Scoring breakdown will be:

- 100 pts – Data Integration and Policies
- 100 pts – Privacy Prioritization
- 75 pts – Scan License Plates
- 100 pts – User Access and Functionality
- 100 pts – In-Vehicle ALPR Requirements
- 75 pts – Training and Tech Support
- 100 pts – Auditing and Reporting
- 25 pts – Capacity and Scalability
- 25 pts – Optional Upgrades or Services

Assessments of the system requirements will use a score of 10-100 for the quality of the response for the evaluation questions formulated. The score for each question will then be converted to a percentage of 100 and applied to the weight (percent of total points available for the questionnaire) of the question and the total points available to the questionnaire to arrive at total points awarded for the question.

Example:

Total Points available to Business Requirements = 700

Final Average Score for Bidder A = 630 out of 700 = 90%

*Score Awarded Bidder A for = 700 * 90% = 630*

Oral presentations and product demonstration may be required:

Should oral presentations and product demonstrations become necessary, the City will contact the top-scoring vendors and any proposed vendor team members to schedule a date, time, and location. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed solution. Commitments made by the vendor at the oral interview will be considered binding. If any, oral presentations and product demonstrations will provide an opportunity to adjust the original scores.

Exceptions to the RFP

The RFP format must be followed, and all requested information must be submitted as indicated. However, the City is receptive to any additional suggestions about phasing and scheduling of equipment installation and software implementation, additional related capabilities, and any alternative methods of obtaining any portion of the system requirements.

Discrimination and Equal Opportunity

It is the policy of the City of Alameda to afford all people an equal opportunity to bid on any contract being released by the City. The City of Alameda has a policy that prohibits discrimination against any person because of race, religion, national origin, sexual orientation, gender, marital status, age, disability, or veteran status in the award or performance of any contract. The City of Alameda will require its employees, agents, and contractors to adhere to this policy.

City Council Approval

The City Council may, at its discretion, reject, accept or modify any proposal recommended to it by the evaluation team.

Admissibility of Evidence

The vendor should be able to provide documentation establishing that its technology has undergone rigorous field testing by an independent and relevant scientific body. The documentation would form the basis of a defense to any scientific challenge mounted under the Frye or Daubert Standards. Vendors shall be willing to provide an expert witness to testify in a court of law and support court cases utilizing information from their ALPR System at a reasonable fee. Please include expert witness fees in your proposal.

System Features and Functionality

RFP specifications have been developed using various manufacturers' sample specifications and brochures for ALPR systems. As a result, it is possible that the City has listed a specification that is unique to one manufacturer. ***It is not the City's intent to specify equipment unique to a single manufacturer.*** A vendor who meets most, but not all, of the City's specifications and requirements, including training, support, and delivery requirements, may be found to best meet the needs of the City. The City reserves the right to consider the advantages of each proposal and to waive specific individual requirements if the overall proposal is the most advantageous to the City.

Independent Contract Agreement

All applicable terms and conditions will be incorporated into any resulting contract. The City reserves the right to obtain the most favorable terms and may require vendors to modify their proposals. In addition, the successful vendor will be required to enter into a written agreement

with the City wherein the vendor will undertake certain obligations relating to the implementation and performance of the ALPR system. These obligations may include, but are not limited to the following:

Knowledge of Conditions: Before submitting a proposal, vendors must carefully examine this RFP and inform themselves thoroughly as to all aspects of the work pursuant to the requirements. Pleas of ignorance of conditions or difficulties that may be encountered in the execution of the work pursuant to this document as a result of a failure to make the necessary examinations or investigations shall not be accepted for any failures or omissions on the part of successful vendors to fulfill, nor shall they be accepted as a basis for any claims whatsoever for extra compensation or for the extension of time.

Inclusion of Documents: A copy of the RFP and the proposal submitted in response will be included as part of the final contract with the selected vendor. In addition to the completed proposal, a resulting purchasing contract may include, but not be limited to, written correspondence or facsimiles between the City and the vendor subsequent to proposal submission.

System Acceptance Test and Accountability: The selected vendor will develop a system acceptance plan that shall be submitted to the City of Alameda for approval. This plan shall include a list of milestones such as equipment installed, equipment tested, personnel trained, and documentation delivered. The vendor will be required to submit monthly status reports covering such items as progress of work being performed, milestones attained, problems encountered and corrective action taken. The vendor shall attend project status meetings at least once per month during the course of the entire implementation period or scope of the project, at no additional cost to the project. The vendor will provide an acceptance test report at the completion of the project. Project financial reporting and invoicing will be mutually agreed upon.

Project Management Plan: Provide a detailed description of how your company plans to provide the requested system and services. Describe steps taken to ensure a start-up date that will allow for completion in a timely fashion and the expected availability of equipment and personnel to support the proposed time line.

Vendor's Project Manager: The selected vendor shall provide a Project Manager with authority to act for the duration of the project. In the event the vendor's Project Manager is unavailable or a need to replace the Project Manager arises, notification of the change and the replacement's qualifications must be submitted to Lieutenant McMullen in writing no less than seven days in advance.

Insurance: The successful vendor shall not start work until all insurance requirements, established herein, have been approved by the City Attorney's Office. The prime vendor is also responsible for all sub-contractor insurance requirements. Duplicate copies of original insurance policies required by this Agreement shall be provided to the City's Risk Manager. The vendor shall agree to furnish and maintain in full force and effect, during the period of this agreement, insurance coverage meeting the requirements outlined in Appendix E.

Warranty: Any vendor-provided software is to be under warranty for one year from the date of acceptance. The warranty shall require the vendor to be responsible for all costs of parts, labor, field service, pickup, and delivery related to repairs or corrections during the warranty period. The vendor warrants that the items furnished will conform to its description and any applicable specifications shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by the vendor to the City.

All equipment furnished shall be guaranteed by the vendor for a minimum period of one year against defects in design, material, and workmanship. The warranty period shall begin with acceptance of the completed work. Warranty repairs to correct discrepancies identified during this period will include labor and materials at no cost to the City. Any faulty equipment that, in the judgment of the City, is not reasonably repairable shall be replaced by the vendor as a warranty action. Vendors shall include a quote for full parts and labor extended manufacturer's warranty for a period of sixty (60) months from date of acceptance.

Ongoing Maintenance and Support: Vendors shall include a list of their capabilities and experience in providing maintenance service for all aspects of the ALPR system. This should include the average response time, number of trained technicians, support tools, and any other information to provide a good understanding of the vendor's maintenance program. Please include information on the experience and technical expertise of staff and information on the quality of the proposed ongoing maintenance and support.

Preventative Maintenance: The selected vendor or approved third-party vendor shall provide all maintenance during the five-year contract period. Access to the operators and vehicles shall be coordinated in advance.

Corrective Maintenance: Vendors shall provide the following:

- Estimated response times to subsystem faults and vehicle subsystem problems
- Estimated time to repair or replace equipment under warrant or maintenance agreement
- A reliable method for telephonic problem notification
- Sufficient on-hand supply of repair parts and materials

Single Vendor Responsibility: The intent of this RFP is to allow any qualified vendor to submit a proposal as a prime contractor. The use of subcontractors is permissible as long as the prime contractor accepts the responsibility for comprehensive project implementation. The City shall have the right to approve or disapprove subcontractors before the award of the contract.

Costs: All costs must be itemized and vendors must fill out all appropriate cost pages and a separate Excel spreadsheet may be included to outline activity or similar means of itemizations. Identify all costs, including expenses to be charged for performing the services necessary to accomplish the objectives described in this RFP. Your quotation must include all staff costs, administrative costs, travel costs, and any other expenses (e.g., for transportation, container packing, installation, training, out-of-pocket expenses, etc.) necessary to accomplish the tasks and to produce the deliverables under contract. Vendors are required to collect and pay California State sales tax, if applicable. The City will not be liable for any costs associated with the preparation, transmittal or presentation of any proposals or material submitted in response to this request for proposal.

Pricing: The evaluation process is designed to award this procurement not necessarily to the vendor of least cost, but rather to the vendor whose proposal best meets the requirements of this RFP. Vendors are encouraged to submit proposals that are consistent with efforts to conserve City resources.

Payment Schedules: The City will require a payment schedule based on defined and measurable milestones. Under no circumstances will payments be made in advance of work performed.

Installation: Installation of selected equipment will be performed by a vendor selected and City approved individuals. Equipment installed in emergency vehicles will not interfere with

any emergency equipment. No equipment provided by the vendor will interfere with any operating system or subsystem in use by Alameda Police Department. Quotes should include the costs associated with installing all equipment and software involved in this RFP. Installations shall be neat and clean, with cables being hidden to the extent possible and must meet the Project Vendor's approval.

Training: The City requires the successful vendor to provide on-site training, at no additional cost, to the City-approved subcontractors and to the Information Technology Department technicians who will be performing minor troubleshooting.

The successful vendor shall provide on-site operating and user training to the Department in a classroom "train-the-trainer" environment. The vendor shall provide a sufficient number of experienced and qualified staff, along with the appropriate training materials, to conduct such training at the identified facilities and be willing to offer future training as needed. Please submit any additional estimated costs for future training with your submission. Training is a critical issue for the Department. In preparing your response, be prepared to address the number of estimated hours of training and the availability of training medium materials (including photocopies, electronic formats, and videotape).

City's Information Technology Department: Vendor responses should detail the level of involvement needed from the City's Information Technology Department, beginning with the initial purchase to day-to-day activities to include their involvement in updates, upgrades, etc.

Technical inquiries should be directed to: dcagampan@alamedaca.gov

Software Licenses: All software package purchases for use under this contract shall name the City of Alameda as the license holder.

Software Defects: The vendor shall promptly correct all software defects for which the vendor is responsible within a time period agreed upon by the City and the vendor.

Management Information Subsystem: The City's local area network operates in a Microsoft Windows environment. Proposed systems should be capable of operating on Microsoft SQL Server 2012 and Oracle 11g, or similar supported operating platforms. Software should have Open Data Base Connectivity (ODBC) for interfacing with other open architecture software.

Software must provide functionality for system management such as:

- Control of system access
- Control of system timing
- Maintenance of the database
- Data archiving and retrieval
- Creation and generation of operational reports
- Monitoring and reporting of system status

At the time of delivery, the selected vendor shall submit complete technical information, graphs, photographs, or other means to fully describe the proposed equipment. In the event that the information furnished by the vendor is at variance with the minimum requirements of any item of these specifications, the vendor shall explain in detail with full engineering support data reasons why vendor's proposed equipment will meet the City's specifications.

In the event the successful vendor is no longer able to support, enhance, and further market their product, the vendor shall make available the relevant source code pertaining to their purchased system, assuming the City is active and up to date on their support service contract.

System Requirements: The proposed ALPR solution shall be new, current production

equipment. Used equipment will not be accepted. In addition, the basic design of all equipment offered shall be in full commercial production and shall not be “brand new” or prototype models.

Detailed equipment specifications are itemized in Appendix C.

Vendors should also provide recommended configurations for the hardware and software systems needed to store, retrieve, and manage the ALPR media. Systems include, but are not limited to, rack-mounted file servers, storage solutions, and any management system software not included in the ALPR systems itself. The City may purchase these systems through a separate purchasing process or in conjunction with the ALPR systems.

Indemnification: Vendors must agree to defend, indemnify and hold harmless the City, its officers, officials, employees, designated volunteers and agents from or on account of any injury or damage received or sustained by any person or persons during or on account of any operation proximately connected with the provisions of any provided services by vendor, its suppliers or subcontractors, their agents, employees, or for the vendor or their agents names responsibility for, or for both; or by consequence of any negligent act or omission in connection with the same; or by use of any improper materials or by or on account of any act or omission of vendor, its suppliers, subcontractors, or the agents or employees.

Further, vendor must agree, at its own expense, to defend, indemnify and hold harmless the City, its officers, employees, agents and designated volunteers, from any and all claims, costs, including attorney fees or liability arising from or based upon the alleged violation of any applicable laws, ordinances or regulations and all suits and actions of every name and description that may be brought against the City which could result from any operation or activity under this contract to be awarded whether such activity or operation be performed by vendor or subcontractor or by anyone directly or indirectly employed by either.

Patents and Royalties: Vendor, without exception, shall indemnify and hold harmless the City, its officers, officials, employees, designated volunteers (reserves) and agents from any liability of any nature or kind, including costs and expenses for or on account of trademark, copyrighted, patented, or non-patented invention, process or article manufactured or used in the performance of the contract, including its use by the City. If the vendor uses any design, device or materials covered by patent, trademark or copyright, it shall be mutually understood and agreed without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

Resolution of Disputes: The vendor and City agree that in the event of any controversy, dispute, or claim between the City and the vendor arising out of, in connection with or in relation to the interpretation, performance or breach of this agreement, including but not limited to any claims based on contract, tort or statute before filing a lawsuit the parties agree to submit the matter to Alternative Dispute Resolution pursuant to the laws of the State of California. The vendor and City shall select a third party arbitrator or mediator. All forms of Alternative Dispute Resolution may be used except binding arbitration. The proceedings shall be conducted in accordance with the laws of the State of California.

Background Checks: The successful vendor will be required to authorize the investigation of its personnel proposed to have access to non-public areas in any of the law enforcement facilities. The scope of the background check is at the discretion of the City. Proposed staff will be required to provide their full legal name, date of birth and social security number.

Notice to Proceed: Will be issued after the City receives the fully executed contract.

Other: The City will require vendors to provide, under the final contract such items as performance

guarantees for response time, capacity guarantees, system availability, rights to source code, and system acceptance criteria. The selected vendor should be prepared to commit to these items.

Payments will be made only after completion and acceptance of the work. If the timing of the performance does not allow for that, the selected vendor will be required to provide a letter of credit.

The selected vendor may offer product enhancements, either in quantity or feature, so as to make its bid more appealing to the City.

Projected Dates

Listed below are target dates by which the City expects certain events to be completed:

~ Estimated Procurement Schedule ~	
Release of Request for Proposals	5/12/2022
Deadline for Submissions of Written Questions	4:00 P.M. PST 6/20/2022
Response to Written Questions	Ongoing
Proposal Submission Deadline	4:00 P.M. PST 7/12/2022
~ City of Alameda Reserves the right to revise the above schedule~	

Vendor Response

Introduction

All responses must be submitted on this form (or its copy).

A: RESPONSE INSTRUCTIONS

This section establishes the format and specific content for vendor response to this proposal, as follows:

Subsection A: The current section.

Subsection B: Requires general information regarding the vendor's company and subcontractors (if any).

Subsection C: Requires vendor reference information.

Subsection D: Provide a summary of the proposed solution, documentation, and installation approach.

Subsection E: Requires information regarding any Computer Hardware, System Software, Network Communications Architecture, or other solution components proposed.

Subsection F: Requires information about the plan for implementing the proposed solution.

Subsection G: Requires information regarding warranty and maintenance services to be provided.

Subsection H: Requires information regarding vendor contractual responsibilities.

Subsection I: Requires specific pricing information.

Subsection J: Requires information on any exceptions to RFP terms and conditions. Each subsection in this area is mandatory and will be scored.

Vendors are required to respond to all questions in one of three ways:

1. Provide information where requested directly in the spaces indicated; or
2. Provide information requested in an attachment clearly indicating the page number and item number to which responding; or
3. Instead of an attachment, provide the information requested (e.g., description, explanation) immediately below the question or request for information.

Adherence to the overall format of the RFP is required. Vendors who omit responses may be deemed unresponsive and risk being eliminated.

B: VENDOR GENERAL INFORMATION

Company Name:

Flock Safety

Local Address Serving
The City:

1170 Howell Mill Rd NW, Suite 210. Atlanta, GA 30318

- Note: Bay Area employees are remote, with local parts and supply warehouse in South San Francisco

Headquarters Address:

1170 Howell Mill Rd NW, Suite 210. Atlanta, GA 30318

Representative(s)

Name	Title	Phone Number and Email Address
<u>Kyle Egkan</u>	<u>Territory Manager</u>	<u>714-469-0389 Kyle.Egkan@Flocksafety.com</u>
<u>Graham Carter</u>	<u>CSM</u>	<u>503-969-4856, Graham.Carter@flocksafety.com</u>

Aaron Montez, Project Manager 720-767-8579, Aaron.montez@flocksafety.com

John Anderson, Regional Sales Director 214-402-6176, John.Anderson@flocksafety.com

Company Information

How many years has the company actively participated in database-driven software projects? 5 years

How many employees does the company have?

Nationwide: 510 employees In local office: 15 employees

Vendor Collaboration / Subcontractor Services Overview

Please fill in the appropriate company name in the column next to the product or service to be provided by that vendor.

Provided By
Vendor Name(s)

a.	Role or service	All services by Flock Safety
b.	Prime Contractor	All services by Flock Safety
c.	Maintenance Services	All services by Flock Safety
d.	Training	All services by Flock Safety
e.	Other (Describe)	

C: VENDOR REFERENCES

Instructions: Complete the reference list as indicated for a minimum of three organizations that have used the proposed solution, or similar services, from your company. **Total Installed Sites: Currently 1,200+ Law Enforcement agencies nationwide**

<i>Name, Address, Contact, Title, and Phone Number</i>	<i>Services Provided</i>	<i>Technology Provided</i>	<i>Operational Applications</i>	<i>Date Service or Technology Provided</i>
(1) Piedmont PD 120 Vista Ave Piedmont, California 94611 Chief Jeremy Bowers (510) 420-3010	Falcon ALPR	Cameras and portal	Installation of Falcon ALPR Solution	9/28/2020
(2) Benicia PD 200 E L St. Benicia, California 94510 Chief Mike Green (707) 745-3411	Falcon ALPR	Cameras and portal	Installation of Falcon ALPR Solution	9/10/2021
(3) San Ramon PD 2401 Crow Canyon Rd. San Ramon California 94583 Lt. Tami Williams - (925) 973-2786	Falcon ALPR & Advanced Search	Cameras and portal	Installation of Falcon ALPR Installation of Advanced Search	8/14/2020 3/31/2022

D: SUMMARY OF SOLUTION

Provide a summary of the proposed solution, documentation, and installation approach:

Proposed Solution

Please describe your proposed solution to achieving the City's goals and objectives as stated in this RFP. The City welcomes innovative and alternative solutions and reserves the right to select an alternative approach when it is deemed in the City's best interest.

Documentation

Identify the user manuals, business process guides, or other documentation that your company plans to develop during the initiative.

Installation

Provide a timeline that depicts the milestones necessary to implement the proposed solution. Identify the roles and responsibilities of the vendor and the City in the timeline.

Approx timeline is 8 weeks after contract is executed and ALPR locations are accepted. There are a few variables which could impact the timeline such as approval for permits submitted to the City and/or DOT (CalTrans) and calling 811 to get clearance to dig.

Flock Safety Responsibilities: Flock Safety is responsible for completing Site Surveys for all locations, providing permitting documents for The City's review, installation and set-up of ALPR cameras, Admin and End User training.

City Responsibilities: Issuing permits for proposed locations. If The City chooses to use AC power at any locations, then Flock Safety will provide an AC power kit, and the City's Electrician will be responsible for connecting power from the pole to the camera.

Maintenance, Support, and Warranty

Describe the duration and level of the warranty covering the proposed solution, including hardware or software components if applicable. Explain the roles of the City and Vendor for maintenance or repair issues, and clarify what coverage is provided by the vendor or manufacturer. If applicable, include options for extending warranty coverage beyond the included duration. Note the City requires a minimum of one-year coverage for all hardware, software, and services. **This is a five-year program. Include all costs for services, support, warranty, etc. for the five-year term. Vendors must also include the cost to maintain the program (subscriptions, services, support, etc.) in year six and beyond.**

Maintenance, Support, and Warranty are included in perpetuity as long as The City is subscribing to our service. This is included in the annual subscription costs. This includes both on-site and remote support at no additional cost.

All service and support will be provided by Flock Safety Technicians. The City's only role is to request service when necessary.

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 no 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.

E. COMPUTER HARDWARE, SYSTEM SOFTWARE, AND ENDPOINT ACCESS

1. Server Hardware and Roles

If your solution includes new computer hardware, please describe each component of the system that will fulfill a server role (i.e. application server, web front end server, database server, etc.). Indicate whether the solution may be installed and supported on existing server infrastructure and provide the minimum hardware and software requirements.

The City is inclined toward self-hosted or “cloud-hosted” solutions. However, other data center/co-located/offsite solutions will be considered.

Functional role (database, web, staging, integration, etc.)	Hardware requirements (RAM, storage, cores)	Included with solution or installed on existing hardware?
N/A		

Flock Safety is a Cloud Based solution and a Chrome browser and an Internet Connection are the only requirements. No hardware or servers will need to be installed.

2. Supported Platforms and Endpoint Requirements

If your solution includes software to be installed on or accessed from computer workstations, please describe the minimum required hardware and software specifications for those devices. List all supported platforms and versions (Microsoft Windows, Mac OS, etc.). If use is available from mobile devices (tablets, smartphones, etc.), list which platforms and versions are compatible and briefly describe any functional difference.

Platform (Windows, MacOS, iOS, Android, etc.). List minimum or supported version(s).	Functionality available

Flock Safety is a Cloud Based solution and a Chrome browser and an Internet Connection are the only requirements. No hardware or servers will need to be installed.

3. Miscellaneous equipment
Please describe any other physical equipment or hardware, including but not limited to mounting racks and other furniture, interface devices, or data storage/backup.

No other equipment will be required. Flock Safety is a Cloud Based solution and a Chrome browser and an Internet Connection are the only requirements.

4. Scalability and License Model

Please provide the following minimum information for each scalable parameter of your solution. All costs associated with these factors should be clearly identified in the Vendor Costs section.

Component	Minimum Required	Supported by proposed solution	Cost per growth increment
User Accounts	100	Unlimited	\$0
Concurrent User Logins	50	Unlimited	\$0
Database Capacity	TBD by		
Vendor		Unlimited \$0	
Number of records million	100 Unlimited \$0	Unlimited	\$0

5. Database Management System

- a. Are all databases compliant with open system standards? Y/N Y
- Flock provides an API for the integration purposes (additional costs may apply)
- b. All databases use the relational database model? Y/N Y
- Yes, for applicable databases
- c. Data dictionaries and schema information are provided to client for all databases? Y/N Y
- Flock provides an API for integration purposes (additional costs may apply).
- d. City provided with full read access to data for potential

integration with other systems?

Y/N Y

- Flock provides an API for integration purposes (additional costs may apply)

e. Database technology used? (SQL, Oracle, other)

- Flock provides an API for integration purposes (additional costs may apply).

6. Additional Information

- a. Please provide a diagram (or diagrams) showing, in detail, all proposed hardware and networking components and connectivity. The diagram(s) shall include centralized computer room components as well as an overall representation of the network and peripherals. Any component that is listed in Hardware Costs shall be included and identified in the diagram(s). Diagram(s) attached? Y/N. Y



- The camera is the entire hardware of the solution. Since the solution is cloud based there is no additional hardware or networking needed.
 -
- b. What delivery lead time (from the date of contract signing) is anticipated for hardware?
- The Flock Safety Falcon Camera with Solar Panel is the only applicable hardware component and will be installed using Cellular LTE and Solar for power (AC Power available if requested) so no additional connectivity is required. After permits are approved 6-10 weeks for implementation.

F: IMPLEMENTATION AND TRAINING

1. Installation

- a. Describe the hardware and software installation services to be performed included in this proposal:
Camera and solar panel will be attached to a pole (either city owned or flock pole) by a Flock technician.
- b. Describe any customer installation responsibilities:
Issuing permits for proposed locations. If The City chooses to use AC power at any locations then Flock Safety will provide an AC power kit, and the City's Electrician will be responsible for connecting power from the pole to the camera.
- c. Describe the onsite and/or offsite software installation procedure, and the vendor's need for physical or remote access:
The City will need to have Chrome Browsers installed but no other software is required since Flock Safety is a Cloud based solution.

2. Training

- a. Indicate the hardware and software training included in this proposal.
All training costs should be identified in the Vendor Costs section.

Course Description: _____ **Applicable For:** _____ **Hours:** _____

Training will be provided prior to implementation to both Admin and end users. Ongoing training will be provide as needed. No limit to the amount of training that is included in this proposal.

Total:

- b. Describe any training alternatives:
- <https://help.flocksafety.com/en/>
 - Specific content needed by the department can be setup with the CSM
 - Training courses are available and new training provided as additional features rollout
 - New customers will first get connected with an On boarding Specialist who will spearhead the installation project to completion. Once cameras are successfully capturing footage, customers get introduced to their dedicated Customer Success 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
-

3. Documentation

Please attach and clearly identify additional published reference material for all proposed hardware and related peripherals. Attached?

Y/N Y

See attached Document in Appendix for Section F #3.

4. System Maintenance and Operation – City Requirements

Describe any periodic functions that must be performed by City staff to ensure proper continued operation of the system. Describe any utilities that are provided to assist in the performance of each required function.

(1) Backups

N/A - The Cloud portal and storage is managed by Flock Safety so City Staff is not required to perform any functions to ensure proper operation of the system.

(2) Database administration

N/A - The Cloud portal and storage is managed by Flock Safety so City Staff is not required to perform any functions to ensure proper operation of the system.

(3) User Account maintenance

City Staff is responsible for administering user account via the Flock Safety portal. Ongoing training is provided to ensure that the City's Admin Users are able to do this. The portal itself is maintained by Flock Safety.

(4) Identify the estimated annual downtime for the above actions

No downtime is anticipated.

(5) Other

G: WARRANTY AND MAINTENANCE

1. Length of warranty for all components and services of the solution: _____

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.

2. Please list the types of support offered (phone, email, on-site), the provider of the support (vendor, manufacturer, other), and the hours of the day when support is available. Please indicate that rate if any options are at additional cost (such as after-hours phone support or on-site visits).

Phone/ Email : All Flock Employees- Project Manager, CSM, Support

Technician 5amPST-5pmPST

On-Site: Technician , Territory Manager, CSM (if needed)

3. Will you guarantee a fixed maintenance cost?
- | | | | |
|--------------|----------------|--------------|----------------|
| Hardware | <u>Y/N Y</u> | Software | <u>Y/N Y</u> |
| No. of Years | <u>2 Years</u> | No. of Years | <u>2 Years</u> |

4. List additional services provided for the hardware, network, and software under the terms of the agreement at no additional cost to the City.

Maintenance is included in our standard subscription model, no additional

maintenance costs, and the cameras are fully covered for as long as the subscription is valid.

5. What are the City’s obligations following a new release/major redesign of an application?

- a. Is there a mandatory installation of the new release? Y/N N
- (1) How soon? Months N/A
- (2) Is there an additional charge for the new release? Y/N N
- (3) Is conversion assistance provided, if necessary? Y/N Y
- (4) Is new documentation supplied? Y/N Y
- (5) Is additional training provided? Y/N Y
- (6) Is maintenance continued for the old release? Y/N Y
- (7) How long? Months In perpetuity

H: VENDOR CONTRACTUAL RESPONSIBILITIES

1. Who would be the authorized negotiator?

Name/Title: Kyle Egkan _____
Phone Number: 714-469-0389 _____

2. To the best of your knowledge, does your company have current pending or threatened litigation regarding any public safety systems?

Y/N _____ N

If yes, explain in detail.

3. Acceptance Period

The City requires a minimum 60 calendar day acceptance period from the date that the system is fully operational. During that time, the product(s) must successfully pass a series of reliability, performance, and functionality tests.

Describe the level of support that will be provided during the 60-day acceptance period.

Project Manager, submission of permits by the permitting team, installation by Flock Technicians, and initial and ongoing training by the CSM

4. Include copies of your standard contract and/or licensing agreements for:

See appendix section H #4

Included?

- | | |
|------------------------------|--------------------|
| a. Hardware Purchase/Lease | Y/N _____ <u>Y</u> |
| b. Hardware Maintenance | Y/N _____ <u>Y</u> |
| c. Software Purchase/License | Y/N _____ <u>Y</u> |
| d. Software Maintenance | Y/N _____ <u>Y</u> |

I: VENDOR PRICING

This section requires a detailed breakdown of all prices for the proposed solution. All prices are to be stated as firm fixed amounts, except where requested differently. All prices must be detailed; no additional charges (e.g., sales tax, transportation, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless specified. Prices must be unbundled and separately listed, including recurring costs associated with third-party vendor-provided hardware and software. Vendors must complete all applicable price pages in this section. Totals from each section are to be summarized on the final two pages. Sales taxes are shown for each item and in the Vendor Pricing Summary pages. Vendors may choose to use their own spreadsheet printouts for the submission of prices. However, page headers, column headers, number of columns, number of rows, and row labels must conform to the enclosed pricing pages.

1. Computer Hardware, System Software, Network and Other Equipment
2. Ancillary Equipment
3. Other Costs or Services
4. Optional Costs
5. Vendor Cost Summary
 - a) One-Time
 - b) Annual Recurring

1. Computer Hardware, System Software, Network, and Other Equipment

If proposed, list all hardware, software, networking, or other equipment included with your solution. The total dollar figure should agree with the totals in the Vendor Pricing Summary.

<i>DESCRIPTION</i>	<i>Model, Part #</i>	<i>Qty</i>	<i>Price</i>	<i>Tax 10.75%</i>	<i>Annual Maintenance Expense</i>
<i>Flock Falcon Camera \$2500/each</i>	<i>Falcon</i>	<i>35</i>	<i>\$87,500</i>	<i>\$9406.25</i>	<i>\$0</i>

2. Ancillary Equipment

List below any recommended ancillary equipment needed to support the system and include the prices of each. The total dollar figures should agree with the Ancillary equipment totals in the Vendor Pricing Summary.

<i>DESCRIPTION</i>	<i>Model, Part #</i>	<i>Qty</i>	<i>Price</i>	<i>Tax 10.75%</i>	<i>Annual Maintenance Expense</i>

3. Other Costs or Services

List all other costs that would be associated with the implementation of your solution, including installation, training, or integration. Prices not identified will not be accepted in a final contract.

Professional Services - Falcon, Standard Implementation on City owned Right of Way
\$350/ camera x 32
One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Standard Implementation Service Brief.

\$11,200

Professional Services - Falcon, Advanced Implementation for pole installation on State Right of Way \$750/ camera x 3
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.

\$2,250

Tax 10.75% \$1,445.88

Total other cost \$13,450 x 10.75% tax = \$14,895.88

4. Optional Costs, Upgrades, or Additions

Provide information and pricing estimates for any optional features, components, upgrades, or services (e.g. Commercial ALPR data networks, CAD integration, etc.) that the City might consider as part of this procurement.

	<i>Initial Cost</i>	<i>Annual Recurring</i>
<i>Advanced Search Feature</i>	<u>\$3500</u>	<u>\$3500</u>
○ Software upgrade designed to unlock more investigative leads and build stronger cases with less information. Advanced Search includes Convoy Analysis, Multi Geo Search, Visual Search, and Cradlepoint Integration for Automatic Vehicle Location (AVL).		
_____	_____	_____
_____	_____	_____
_____	<i>Tax 10.75%</i>	<i>\$376.26</i>
	Total	<u><u>\$3,876.25</u></u>

5. For any item or service not specified in this solicitation, what are your hourly rates?

Training	\$ N/A_____	Project Management	\$ N/A_____
Programming	\$ N/A_____	Installation	\$ N/A_____
Design	\$ N/A_____	Other	\$ _____

6. Vendor Cost Summary – One Time Costs

Provide a summary of all one-time pricing for the system you are proposing. Any subtotals carried forward to this page should agree with the corresponding detail pages.

<i>Solution Component (Hardware, Software, etc.)</i>	<i>One-Time Cost</i>
TOTAL ONE-TIME COST (EXCLUDING OPTIONS)	
(1) Optional Costs	_____
(2) Other Proposed Options	<u>\$13,450</u>
(3) Sales Tax (10.75%)	<u>\$1,445.88</u>
(3) Freight	_____
 <i>Total One-Time Options Cost</i>	 <u>\$14,895.88</u>
TOTAL ONE-TIME COST (INCLUDING OPTIONS)	\$ _____

6. Vendor Pricing Summary – Recurring Costs

Provide a summary of all recurring costs for the solution you are proposing. Any subtotals carried forward to this page should agree with the corresponding detail page.

Note: Recurring cost should be factored into the overall quote over the terms of the five-year program.

<i>Solution Component (Hardware, Software, etc.)</i>	<i>Annual Recurring Cost</i>
<i>35 Flock Falcon Cameras</i>	<i>\$2,500/ each, \$87,500/ year</i>
<hr/>	
<i>Tax 10.75%</i>	<i>\$9,406.25</i>
<hr/>	
TOTAL ANNUAL RECURRING PRICE	\$96,906.25
<hr/>	
(without options)	
<i>Total Recurring Price on Optional Items</i>	<i>\$3,876.25</i>
<hr/>	
TOTAL ANNUAL RECURRING PRICE	\$100,782.50
<hr/>	
(with options)	

***Note: Flock Safety's Solutions Consultants have evaluated the 14 locations provided by the city of Alameda, and based on those 14 locations, Flock recommends 35 cameras for completed coverage of all access points. While this is below the \$140,000 not to exceed threshold, the number of cameras can easily be scaled down or up at the city's discretion and pricing is based on the same rates as quoted - \$2500/camera per year + Implementation (\$350/\$750 per camera).**

J: EXCEPTIONS TO RFP TERMS AND CONDITIONS

Please use the space below to list and describe in detail any exceptions to the RFP terms and conditions. Include any exceptions to the project requirements as stated in section 4.

Requirements

This section provides greater detail of the functional and nonfunctional requirements for the proposed solution. Any exceptions to these requirements must be noted in the proposal. All systems must minimally meet the requirements outlined in California Senate Bill No. 34 and appropriate Civil Codes.

Data Integration and Policies

Any data sharing shall be explicitly voluntary and managed by the Chief of Police or their designee. Users may employ the ALPR back-office software with solutions supplied by multiple vendors to integrate competitive ALPR hardware into the back office for simplified consolidation of data, ease of use, and advanced analytics for investigations. The successful vendor shall provide a conduit in facilitating retrieval and potential sharing data with NCRIC.

The solution is a data table with the following fields:

- License Plate Number
- Timestamp – accurate to the minute or better
- Latitude
- Longitude
- Agency Name
- Agency ORI (a number that identifies the law enforcement agency whose device captured the plate)
- Source Device (a name of the vehicle, camera, or other device that captured the plate)
- Prioritize rear plate imaging
- Expiration date – date when the read must be deleted from the system (retention period)

Data must be collected from publishing databases into the unified database at a near real-time, 24x7 replication schedule. A delay of five minutes is acceptable, but the system should not be designed for daily, weekly, or other delayed replication intervals.

Purge of Expired Data

All ALPR reads in the system will have expiration dates after entering into the database or from the original date on which the data was created. After this period, the record and its associated photographs must be deleted. Should a change occur in Alameda Police Department's retention policy, all persisting reads must have their lifespan extended or reduced accordingly.

Hardware Requirements

Cameras

All camera systems should be fully operational regardless of weather, daylight, or nighttime conditions. Cameras should meet the following specifications:

- Compact, low profile
- Variable light conditions

- Waterproof and impact resistant
- Color camera
- Cameras must be capable of producing multiple license plate images with varying and automatic shutter settings to ensure a high-quality image regardless of weather or lighting conditions
- Each camera shall be secure to prevent access from an outside source

ALPR Systems

The selected vendor shall provide a solution to cover fourteen (14) locations that can be placed at or near ingress and egress areas of the city. These devices shall be able to disseminate intelligence data to officers and facilitate alerts from hotlists. Each ALPR system will minimally meet the following requirements:

- Integrated camera, sensor, and processing unit
- Work day or night, in any weather, and include multiple green power sources such as solar and battery. Power sources for these devices must be specified
- Read license plates at a rate of up to 900 per minute, instantaneously comparing each to a hotlist/alert
- For each plate read, information captured includes license plate numbers, photos of the car, GPS coordinates, and date/time stamps
- Proposals must include the average operating time for these devices
- All data gathered must be stored in a manner that is compliant with the Criminal Justice Information Services (CJIS)

User Access and Functionality

ALPR Software

As part of the overall system and functionality, a customized software application must be provided so users can manage all the data collected by the various ALPR deployments (client applications), manage the database functions and manage the user administration functions. The software must feature one or more Agency Managers, for each participating agency, and a variety of configurable user profiles defined by the Agency Manager for granular management of ALPR systems, users, hotlists/alerts, retention policies and data access.

Searching the Database

Users must be able to search the ALPR database by entering any combination of the following parameters:

- License Plate (full or partial, with wildcard support)
- Start Date and End Date, including time of day with a minute level of precision.
- Device Name (this is a list of all vehicles and fixed cameras that have contributed reads to the database, chosen from a drop-down or other multi-select interface)
- Location and proximity range. This could be a geocoded address field, lat/long coordinates, or other functionality for allowing the user to specify a location and search radius.

Search results will be returned, including all images associated with the reads. Users must be able to view the results visually on a map. Base layers such as Google Maps or Bing Maps are acceptable.

License Plate Hotlists/Alerts

Users may manually enter any number of license plates they wish to be alerted of when a read on that plate enters the database. The selected vendor's system shall have the ability to alert a user via e-mail actively, text message, or other means when a read on a plate from their hotlist/alert enters the system. This shall include hits to covert lists and the ability to send group notifications. The alert will include the license plate, captured images, read time, and, if known, the latitude/longitude coordinates of the read.

Users should be able to view, add to, or remove from their existing list of Alerts. Additional functionality to create alerts based on a location or target area would be considered highly favorable. The system should be able to alert the dispatch centers when an ALPR camera receives a "hit" on a wanted plate or plate of interest.

Users shall have the ability to set expiration dates for alert notifications. After the expiration date, the user must manually re-enter the plate if they still wish to be notified if it is discovered. It would be desirable to notify the user that a plate they entered into a hotlist for alert notification is preparing to expire.

Note that multiple users may create hotlists/alerts for the same plate, and a single user may have multiple hotlists/alerts set up for many different plates, so the lifespan of the hotlists/alert must be tracked per plate per user. When two users enter the same plate on separate hotlists/alerts, whether covert or not, the system should notify the users of the duplicate entries for de-confliction purposes.

Analytics

The ALPR shall feature investigative, analytic tools. The system shall provide an ability to virtually visit a location, defined either by a physical address or on a map interface, and see all "visits" to that location by an ALPR system. The user shall be able to select any individual visit to view the license plates scanned during said visit. The user shall be able to open up multiple locations of interest and compare the locations for the presence of common vehicles. The system shall be able to query a known target vehicle and identify potential "associates" based on patterns of close proximity to the known target vehicle. The system shall provide an ability to enter a known target vehicle and return a ranked-order list of best possible locations to locate said vehicle based on the aging of the ALPR data, frequency of the vehicle at a given location(s), and popularity of the target vehicle compared to all other vehicles ever scanned at

the given location(s).

Commercial License Plate Database

Information is key to the success of any investigation and ALPR data is no less important. ALPR data obtained from sources other than law enforcement will be considered to be part of a commercial license plate database for purposes of this RFP. Access to commercial license plate data is not a requirement but is highly desirable in this proposal, as ALPR data contained within these systems would work to complement the available data generated by the participating agencies. Access to commercial license plate databases must be fully integrated and accessible using the same login and subject to the same search protocols as mentioned throughout this RFP. Information within commercial license plate databases shall be maintained completely separate from law enforcement data. Additionally, no law enforcement data from any of the participating agencies may be shared with any commercial license plate database under any circumstances.

In-Vehicle ALPR Software Requirements

The proposed solution shall offer an easy-to-use user interface, providing both touch screen and functional key navigation for in-vehicle software use. The following functions are minimal requirements:

- The application software must be capable of supporting an unlimited number of “hotlist/alert” databases for simultaneous matching
- The application software that resides in the police unit must provide a user name and password as assigned by the Agency Manager
- The application software must be responsive in comparing a captured license plate against multiple and voluminous databases with less than a five-second response to a query of a database/s containing millions of records
- The system must be capable of transmission of both hotlist and detection data to ensure that both the ALPR server and mobile application are synchronized in near- real-time via a secure web services technology
- The Mobile ALPR system must be capable of automatically logging into the ALPR ‘checking’ for new hotlist/alert files and updates from the server in near real-time
- The system can download hotlist/alert data files and upload ALPR Detection and holist/alert records via 802.11 Wi-Fi, Cellular, or Broadband
- If no wireless communication to the ALPR server is available, then the system retains all information until such time when the system restores communication to the ALPR server
- The Mobile ALPR system must also allow any number of users/operators to log in to the mobile application, with login credentials provided by the Agency Manager, the application auto-reconfiguring to the user’s pre-defined configuration set points
- The Mobile ALPR software to be installed on the MDT unit shall be tested and confirmed to be 100% fully compatible with all versions of Microsoft Windows 10, or similar operating system platforms
- Configurable audible and visual alert notifications

- Users must be able to continue the use of other police vehicle software applications installed on the MDT without system interruption, regardless of ALPR activity
- Users must be able to correct any “misread” license plate detections easily
- Mobile ALPR system software must be able to operate in the “background” as a minimized application
- Mobile ALPR system should offer a comprehensive search utility that allows the operator to query manually all hotlist/alert and ALPR detection data stored in the vehicle, including querying by entering a partial set of license plate characters
- The Mobile ALPR system shall allow hotlist/alert downloads specific to each user login whereby the ALPR application will automatically download a user's designated hotlist files as defined by an administrator
- Designated users of the Mobile ALPR system may enter a hotlist/alert record during any period of operation
- Hotlist/alert additions shall have associated expiration dates, and the system can automatically distribute the hotlist/alert entry from one patrol vehicle to all other vehicles on patrol (with appropriate permissions)
- Operators should be permitted to enter customs notes related to all captured license plate records
- The Mobile ALPR system shall continue to process and record license plate detection data while a “hit/alert” is displayed without requiring operator intervention
- If multiple hits/alerts occur sequentially without the officer’s immediate acknowledgement, the hit/alert alerts shall ‘stack’ in such a way that the operator must acknowledge each hit/alert
- The Mobile ALPR system should provide visual status indicators to alert the operator to a potential problem within the system, notifying the user with the following alerts as a minimum, including wireless communications status with ALPR server, GPS status, ALPR camera status and ALPR processor status

Permissions

The ALPR back office software shall afford permissions granted by the Agency Manager (User group) to each user that will allow or disallow data access to ALPR hits/alerts and hit/alert notifications, depending on the relevance of the user’s role. The ALPR back office software shall also permit hotlist/alert management that includes single plate hotlist/alert record entry, multiple record hotlist batches and automated hotlist update subscriptions, both locally and remotely via HTTP, FTP, and SFTP. In addition, the ALPR back office software shall allow automated hotlist/alert subscriptions, which incorporate an optional schedule that lets the user determine the update frequency for multiple user-defined times.

Password policy

Passwords must conform to industry-standard strong password requirements, including multiple types of characters, and a minimum password length.

Agency Managers should be able to set user passwords to expire and should require a

change of password for the account to remain active. Users should be notified once when 14 days remain, then again when 7 days remain, before password expiration. Deactivated accounts should remain present so they may be re-activated by the Agency Manager without being recreated.

Password assistance should be provided to users by sending an e-mail to their registered e-mail address with a hyperlink, or other functionality, for resetting their password.

Auditing

All user logins, license plate searches, and alert e-mails sent must be recorded internally for audit purposes. Agency Managers should be able view queried records and hotlists/alerts for all employees and individual officers. These filters should include date and time, last record, query by plate, query by requestor, IP address and browsing of records and hotlists/alerts. Agency Managers must minimally be able to export all audit data in PDF and Excel formats.

The ALPR back office software must incorporate a Dashboard reporting utility. This Dashboard Utility shall allow the user to view system and server productivity as measured by hotlist/alert volumes, detection and hit volumes, and accuracy ratios. Measurement of Dashboard statistics should be in the form of pie charts or bar graphs or raw data, and allow filters by agency (user group), by user, by ALPR system, by system type and based on selected hotlists/alerts. The user must be able to export reports from the Dashboard for all data in PDF and Excel formats as a minimum.

Mapping

The ALPR back office server must incorporate a dedicated mapping service utility that will allow each ALPR user (based on relevant permissions as defined by the Agency Manager) a geographic overlay of all ALPR hit data on a user-defined map. The accessible data shall be defined by the Agency Manager (User Group) and each data point shall be made available to the User as a permission granted at the Agency Manager's discretion. The mapping utility shall contain a minimum of following features:

- User-defined icon images to represent each hit type
- Geographic plotting by hotlist/alert Source Geographic plotting by alert Type
- Geographic plotting by historical time period
- The ability to generate comprehensive PDF reports from hit data

Mobile Device Applications

Mobile device applications are not required, but are a preferred option. These applications should be available for both Android and iPhone and should allow for license plate images to be taken for matching against the end user interface (agency hotlist/alert records) with positive matches returning alert notifications to the mobile device.

Server and Hosted Solutions

Vendors may submit a proposal for solutions with alternative means of storage. Solutions can be cloud-based or part of a regional system but must meet all RFP requirements. Hosted solutions must meet all Criminal Justice Information Services (CJIS) requirements and be ISO 9001 certified. Providers for hosted solutions shall ensure ALPR data is accessible to law enforcement only as provided in Senate Bill 34. This information shall not be comingled, combined or shared with any commercial database. All ALPR data maintained on a hosted solution shall remain the sole property of the submitting agency. Should there be a separation

in service, all ALPR data will be returned to the originating agency at no additional cost.

Hosted solutions must maintain redundant power sources, redundant fiber connectivity, and appropriate protocols to safeguard against data loss. The data center shall have the ability to monitor environmental conditions within the center, have secure access control, and must escort visitors while in the facility.

Capacity and Scalability

The system must be able to accommodate a large quantity of records, users, and capacity of data. Accounts for up to 150 users may be required, with peak access times having approximately 90% of the user base logged in simultaneously.

The proposed solution should be scalable to at least 4x the original capacity. If initial or future pricing will scale based on capacity, or number of users, records, or replication partners, please indicate this in your proposal. Any maximum limits on these factors must also be noted. Vendors should set out specifications for capacity and scalability in their response.

Additional Requirements

Additional requirements for this RFP can be found throughout this document and specifically in Section 2 under the heading, "Independent Contract Agreement." Please review this document in its entirety to ensure proposals meet each of the requirements set forth herein.

APPENDIX A

CHECKLIST FOR RESPONSIVENESS

This checklist is provided for Bidder's convenience and identifies the documents to be submitted with each Response. Any Response received without any one or more of these documents may be rejected as being non-responsive.

- One (1) original Letter of Submittal - signed by a person authorized to legally obligate the Vendor and submitted with the proposal.
- Proposal submitted on or before 4:00 p.m. on 12 July ,2022

Proposal Contains the Following:

- Completed Subsection B General information regarding vendor's company
- Completed Subsection C Vendor References
- Completed subsection D Summary of proposed solution, documentation and installation approach
- Completed Subsection E Computer hardware system software, network communications and other components
- Completed Subsection F Plan for implementing proposed solution
- Completed Subsection G Warranty and maintenance services
- Completed Subsection H Vendor contractual responsibilities
- Completed Subsection I Pricing information
- Completed Subsection J Exceptions to RFP terms and conditions
- Completed APPENDIX B, Requirements
- Completed APPENDIX C, Technical Requirements
- Completed APPENDIX D, Offer, Certifications and Assurances

APPENDIX B

Requirements (MANDATORY/SCORED)

Please check the appropriate box as to how your product:

- a) Meets the requirement, or
- b) Partially meets the requirement, or
- c) Requirement is available on future release (provide timeframe), or
- d) Requirement is not on your roadmap

As well, in the “Description/Comment” section, please provide a description including product information of how your product proposed will meet or exceed our needs. This can include case studies, images, or other documentation. As well, please explain why your product is unique or better than other vendors. Doing so will help the evaluation team during scoring. If you run out of space in the “Description/Comment” column, please feel free to include an appendix and refer to the particular requirement (i.e. 1.1, 1.2, etc...).

1. Data Integration and Policies (maximum 100 pts.)					
Requirement	Available	Partially Meets	Future Release	Not Available	Description/Comment
	✓	✓	✓	✓	
1. Ability to share ALPR data with other agencies easily without requiring undue burden on the hosting agency’s IT department	✓				

2. Ability to integrate competitive ALPR hardware into the back office system for simplified consolidation of data, ease of use, and advanced analytics		✓			Non-Flock cameras can be integrated into the Flock system as long as the appropriate hardware compatibility exists.
3. Ability to easily upload ALPR data into Evidence.com digital evidence platform without assistance from IT personnel	✓				
4. Purging of data must be customizable	✓				Data can be purged based on agreed upon retention period.
5. Select specific records to be purged on a unique schedule (If there is an active criminal investigation, the life of the record could be extended)	✓				When records are needed to be retained longer than the default period, such as if there is an active criminal investigation, the life of the record can be extended by transforming the data to the case file in Evidence.com using the native integration, or downloaded and stored in another system used for records management.

2. Privacy Prioritization (maximum 100 pts.)					
Requirement	Available	Partially Meets	Future Release	Not Available	Description/Comment
	✓	✓	✓	✓	
1. Ability to fully comply with Alameda Resolution 15625	✓				Flock Safety fully complies with this, and we have worked with many additional Bay Area agencies with these exact things. While your City Attorney should be considered the legal expert, we have expertise and experience that will allow you to learn

					<p>from the processes followed by other agencies.</p> <p>Flock does not use Facial Recognition technology and never has.</p>
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<p>2. Ability to produce vendor policies and standards indicative of demonstrating the importance of privacy as a fundamental human right</p>	<p>✓</p>				<p>Here is Flock Safety's privacy policy - https://www.flocksafety.com/privacy-policy</p> <p>And Flock Safety's ALPR policy - https://www.flocksafety.com/alpr-policy</p> <p>Flock does 3 additional things to ensure privacy:</p> <ol style="list-style-type: none"> 1. The customer 100% owns the data. Flock never shares, sells, or monetizes the data. 2. All data is stored in the cloud and by default, deleted automatically every 30 days, on a rolling basis. 3. Every search for evidence is logged, requires a search reason, and is auditable.
<p>3. Share policies that exemplify equitable privacy practices</p>	<p>✓</p>				<p>We are familiar with the ALPR policies of most other Bay Area Cities, many of which went through the process of updating their policy when they partnered with Flock. In partnering with Flock, the City of Alameda will be able to leverage all of the knowledge learned by these other agencies over the course of these processes.</p>
<p>4. Demonstrate proven ability to encrypt data end to end with limited or no data breaches</p>	<p>✓</p>				<p>All data is encrypted while on the camera, while in transit to the cloud, and while at rest in the cloud.</p>
<p>5. Ability to share public access points from data collected for transparency</p>	<p>✓</p>				<p>In partnership with other pioneering agencies like Piedmont Police Department, Flock Safety has created the first ever Transparency Portal</p>

					<p>which enables Cities to be transparent about their use of ALPR Data.</p> <p>We are the only vendor in this space that views Privacy and Transparency as one of our deliverables, we strive to always be the innovator and leader in this area through the creation and design of technologies such as the Transparency Portal.</p>
6. Comply with the City of Alameda Data Management Policy	✓				
7. Prohibit the use of facial recognition capabilities from all products used or sold	✓				Flock does not use or create Facial Recognition technology and never has. It is not one of our offerings and can not be purchased from Flock Safety.
8. Ability to opt-out of data sharing with any other third-parties or law enforcement agencies with ease and by user designated customizable permissions	✓				Sharing is completely under the control of the City of Alameda. The data is 100% owned by the City, and will never be shared or sold by Flock.
9. Confirm no open contracts with Immigration and Customs Enforcement	✓				Flock does not work with Immigration and Customs Enforcement (ICE).
10. Ability to meet or exceed the City of Alameda Privacy Principles	✓				<p>We are the only vendor in this space that views Privacy and Transparency as one of our deliverables, we strive to always be the innovator and leader in this area through the creation and design of technologies such as the Transparency Portal.</p> <p>Additionally, Flock Safety will always welcome any additional product recommendations that would advance our solution in this area.</p>

3. Scan License Plates (maximum 75 pts.)

Requirement	Available	Partially Meets	Future Release	Not Available	Description/Comment
	✓	✓	✓	✓	
1. Scan license plates of vehicles in motion at highway speeds that “self-trigger” upon the presence of a license plate of view	✓				
2. Reading vertical stacked characters or recognizing small characters	✓				
3. Camera malfunction in one location shall not prevent normal operation of cameras in other locations	✓				
4. Ability to scan California Legacy License Plates	✓				
5. The device shall be able to read plates from other states	✓				
6. Priority to capture rear license plates over front license plate images	✓				

4. User Access and Functionality (maximum 100 pts.)					
Requirement	Available	Partially Meets	Future Release	Not Available	Description/Comment
	✓	✓	✓	✓	
1. Have a common server:	✓				Flock Safety utilizes Amazon Web Services (AWS)
2. So that the system can flag a vehicle license plate and receive a notification if captured via ALPR from participating agencies or agencies sharing ALPR information with the regional program	✓				
3. So that the system can link all ALPR equipment for data sharing.	✓				
4. Ability to compare the captured images against various law enforcement databases (e.g., NCIC, Amber Alert, etc.).	✓				Additionally the California SVS Hotlist is available.
5. Ability to upload updates to hotlists/alerts in real time.	✓				
6. Ability to download data in Excel or PDF formats.				✓	CSV or Zip file
7. Ability to track routes and timeframes of captured license plates.	✓				

8. Collect and analyze all license plates captured across ALPR units.	✓				
9. The ALPR System shall maintain a record of the number of “hits/alerts” made and the details of all matches.	✓				
10. A “priority” will be established for each database (e.g., NCIC, Amber Alert, etc.), definable by the end user. While an operator is working with a license plate match on the workstation display, should another VLP match be made it shall, depending on whether its database priority is higher or lower than that being dealt with, place the new match “behind” or “in-front” of the current match. Note: “priority database display” applies if the same vehicle license plate “hit/alert” occurs in several databases or if while viewing a current plate match a new vehicle license plate “hit/alert” occurs in another database.				✓	
11. After a valid user logs onto the system new database updates should be downloaded automatically.	✓				
12. The end user shall be able to create and edit hotlists/alerts.	✓				
13. The database shall be able to integrate with other agency databases such as	✓				

Evidence.com to preserve evidence in criminal investigations.					
14. Does the proposed solution allow the ability to send an e-mail notification (interface with Outlook) and/or text message to include a picture and GPS coordinates, notifying of a hit/alert for a specified vehicle license plate, or any vehicle license plate from a specified hotlist/alert.		✓			Email is sent on the alert, but for privacy/security reasons the email includes a link to the record within the portal rather than the actual image.
15. System integrates with Microsoft's Active Directory.	✓				Azure AD
16. Supports multiple users from multiple remote locations to log into the back office simultaneously for data entry, making inquiries, data analysis, generating reports, etc.	✓				
17. The system shall offer granular levels of permission and access to the back office database for external agencies/users that can be configured by the Agency Manager.	✓				
18. Provides system administration functions to add, edit, and delete users.	✓				
19. Provides system administration functions to place users in groups by permissions.	✓				

20. System monitors the health of the external equipment and detects “failed” equipment and reports on it (cameras, communication devices, etc.). These failures should be reported to the back office system as an “alert” and e-mail notification.	✓				
21. Does the proposed solution provide flexible search capabilities within user-defined radius on a common mapping platform (i.e. Google Maps etc.)?	✓				
22. Does the proposed solution provide the capability to geocode and map all addresses entered into the system?		✓			
23. Users shall have the ability to virtually visit a location, defined either by physical address or mapping interface, and see all ALPR reads at the defined location.	✓				
24. Users shall be able to open multiple locations of interest and compare the locations for the presence of common vehicles.	✓				
25. The system shall be able to query a known target vehicle and identify potential “associates” based on patterns of close proximity to the known target vehicle.	✓				
26. Does the proposed solution offer location	✓				

maps with interactive/chronological map view and have the ability to copy/paste from within the offering?					
27. Commercial ALPR data should be subject to the same search protocols as agency-owned data.	✓				
28. System must require a user name and password and be compliant with California Senate Bill 34.	✓				
29. Users must be able to search ALPR information by the full or partial vehicle license plate.	✓				
30. The ability to search ALPR information by Year/Make/Model without a known VLP is highly desirable	✓				
31. Does the proposed solution allow for more than one Agency Manager and a variety of configurable user profiles defined by the Agency Manager for granular management of ALPR systems, users, hotlists/alerts, agency specific retention policies and data access?	✓				

5. In-Vehicle ALPR Requirements (maximum 100 pts.)

Requirement	Available	Partially Meets	Future Release	Not Available	Description/Comment
	✓	✓	✓	✓	
1. Have an easy user interface that allows safe and complete interaction while driving.	✓				
2. The ALPR system shall present an image of sufficient dimension and quality to allow the operator to identify the vehicle type and color.	✓				
3. At all times the operator will have the opportunity to correct any misreads by the system.	✓				
4. The application will provide the operator with a means to manually enter a license plate for checking against a hotlist/alert or previously scanned vehicle license plates. Any plates entered by this method will be sent to the database for matching and the transaction recorded in an audit trail.	✓				
5. All devices shall continue to receive data while the operator is viewing with a current match or viewing any other menu or sub menu of the system.	✓				

6. All devices shall continue to read vehicle license plate and collect data when powered on, regardless if a user has “logged in”	✓				
7. End users can connect to ALPR cameras via a web browser interface from a remote workstation.	✓				
8. Provides a browser-based interface for the system operators.	✓				
9. The system will provide for the addition of “event notes” to captured vehicle license plate recognition data screens as well as the entry of messages to “hit” data screens. These “notes” and “messages” would be sent to first responders by the operator and would be searchable and generally brief.	✓				
10. The “hit/alert screen” will contain the vehicle license plate interpretation, color overview of vehicle image, time of capture, database source identification, and other pertinent details from the database.	✓				

<p>11. The System will automatically trigger an audible and visual alarm (that is user configurable) on the “hit/alert screen” when a match is made against a database. The system will simultaneously provide the operator with a report from the database relating to the vehicle license plate match.</p>	<p>✓</p>				
<p>12. Systems must be capable of full transmission of hotlist/alert and detection data to ensure both the ALPR server and mobile applications are synchronized in near-real time</p>	<p>✓</p>				
<p>13. Transfer of data files can be accomplished via 802.11 Wi-Fi, cellular and/or broadband. Explain options.</p>	<p>✓</p>				
<p>14. If wireless communication to the ALPR server is lost the system should retain information until such time communication is restored</p>	<p>✓</p>				
<p>15. System must be minimally compatible with GeTac systems</p>	<p>✓</p>				

6. Training and Tech Support (maximum 75 pts.)

Requirement	Available	Partially Meets	Future Release	Not Available	Description/Comment
	✓	✓	✓	✓	
1. On-site training for all end users prior to, or at the time of, initial deployment.	✓				
2. On-site training for Agency Managers for all aspects of the system prior to, or at the time of, initial deployment.	✓				
3. On-site training for participating agencies IT departments prior to, or at the time of, initial deployment.	✓				
4. Fleet techs from participating agencies need training to install new units/wiring and/or replace existing units/wiring for repair.				✓	Flock Technicians will install and/or replace cameras as needed
5. Back office training is available to the Agency Managers and department supervisors.	✓				
6. End users have access to an online training manual, and user guide (to include self-help troubleshooting).	✓				
7. Continuous training for updates and new features.	✓				

8. End users have 24/7 access to vendor for real time tech support (beyond internal tech support), to help resolve issues as quickly as possible (at no additional cost).		✓			Support is provided during normal business hours (5amPST - 5pmPST)
9. An efficient, timely, and documented warranty and/or repair process. Please provide documentation.	✓				All cameras are covered in perpetuity as long as the city is subscribing to our service, and the terms are described in the attached Terms and Conditions
10. Ability to print documentation of training for use in court.		✓			Not all training is printable.
11. Access to expert witnesses in the event they are needed at trial (at no additional cost).	✓				

7. Auditing and Reporting (maximum 100 pts.)					
Requirement	Available	Partially Meets	Future Release	Not Available	Description/Comment
	✓	✓	✓	✓	
1. Set granular auditing capability to see who has done what in the system and when.	✓				
2. Does the proposed service provide permission/security level functionality in order to define user rights and access?	✓				
3. Agency Managers should be able to view		✓			Includes: Date, Time, Last record

queried records and hotlists/alerts for all employees and individual officers. These should include date and time, last record, query by plate, query by requestor, IP address and browsing of records and hotlists/alerts.					
4. The correction of any plate will be included in an audit trail and the corrected plate will be sent to the database for matching.		✓			
5. The system provides predesignated reports that can be generated from the data collected.	✓				
6. The system should include a Dashboard utility that allows users to view system and server productivity as measured by hotlist/alert volumes, detections and hit volumes, and accuracy ratios. These measurements should be in the form of bar graphs, pie charts or raw data and allow filters by agency, user, or ALPR system.	✓				
7. Agency Managers should be able to export all audit data in PDF and Excel formats.		✓			CSV or Zip file

8. Capacity and Scalability (maximum 25 pts.)					
Requirement	Available	Partially Meets	Future Release	Not Available	Description/Comment
	✓	✓	✓	✓	
1. Vendors proposed solution is capable of handling 150 users with 90% being logged in to the user base simultaneously.	✓				
2. Proposed solution is scalable to 4x the original capacity to accept future additions of ALPR devices (e.g. mobile platforms, fixed locations, etc.).	✓				
3. What is the cost of data storage, licensing, subscriptions, warranties, etc. in years six, seven, etc.	✓				Current rate: \$2,500/ Camera subscription is all inclusive, no additional cost for data storage, licensing, warranty, maintenance, etc. We currently have no plans to change this.

9. Optional Upgrades or Services (maximum 25 pts.)					
Requirement	Available	Partially Meets	Future Release	Not Available	Description/Comment
	✓	✓	✓	✓	
1. Does the system allow for CAD integration? If so, to what extent?	✓				

2. Does the proposal offer ALPR access via a mobile device? If so, does it offer both the Android and iOS platforms?	✓				
3. Does the proposal offer access to existing commercial data to be used as an immediate force multiplier? If so, is the access to the data fully integrated into the ALPR software used to query law enforcement sourced data?				✓	We have entire teams who work with HOA's, Neighborhoods, Schools, Businesses, etc. Many cities such as San Ramon, Danville, and Hercules have a strong Commercial Data network within their City, and their City Purchased solution has been augmented by an additional data.
4. Did the proposal cover other services that would enhance the overall project or provide a significant benefit to the participating agencies?	✓				Software upgrade designed to unlock more investigative leads and build stronger cases with less information. Advanced Search includes Convoy Analysis, Multi Geo Search, Visual Search, and Cradlepoint Integration for Automatic Vehicle Location (AVL).

APPENDIX C

Technical Requirements (MANDATORY/NOT SCORED)

TECHNICAL REQUIREMENTS			
DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38	Comply	Don't Comply	Comments
1. Operating System (General): Supports editions of Microsoft Windows within their mainstream support and service pack support periods.			Not applicable to the services provided by Flock as our application is web based.
2. Operating System (General): Compatible with Windows User Account Control (UAC) technologies does not require modification of default UAC security levels.			Not applicable
3. Operating System (Server): Support for Windows Server 2012 R2 or later.			Not applicable

TECHNICAL REQUIREMENTS

DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38	Comply	Don't Comply	Comments
4. Operating System (Client): Support for Windows 10 SP1 (64-bit) or later is required.			Flock's application is accessible via any modern browser, though Chrome is preferred.
5. Security: Compatible with Windows BitLocker Drive Encryption technologies.			Not applicable
6. Web Browser: Internet Explorer 11 or later. Mozilla Firefox 49x or later. Chrome.			Flock's application is accessible via any modern browser, though Chrome is preferred.
7. Firewall/Antimalware: Trend Micro Antivirus and Norton Internet Security.			Not applicable as the service is web based.
8. Virtualization: Fully supports virtualization on Microsoft Hyper-V technologies (2012 R2 or later) and VMware ESX.			Not applicable

TECHNICAL REQUIREMENTS

DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38	Comply	Don't Comply	Comments
<p>9. Security: Product demonstrates implementation of the principle of least privilege. Applications are able to access only the information and resources that are necessary for their legitimate purposes. Excessive credential requirements such as necessitating Enterprise Admin/Domain Admin privileges (or similar requests) are not permitted.</p>	✓		
<p>10. Security: Vendor demonstrates knowledge of and action to security threats faced by modern enterprise IT.</p>	✓		

TECHNICAL REQUIREMENTS

DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38	Comply	Don't Comply	Comments
<p>11. High-availability: Where server and application fault- tolerance apply, Microsoft Windows Failover Clustering and its associated back-end infrastructure must be supported. This includes (but is not limited to) fiber-channel attached shared storage, Cluster Shared Volumes (CSV), live migration, and performance resource optimization (PRO).</p>			Not applicable.
<p>12. Management: Manageable by standard Windows technologies such as Terminal Services, Remote Desktop, Remote Assistance, and System Center Configuration Manager (SCCM) Remote Tools.</p>			Not applicable.

TECHNICAL REQUIREMENTS

DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38	Comply	Don't Comply	Comments
13. Management: Vendor provides a turnkey comprehensive Management Pack for use within System Center Operations Manager 2012 R2 or later.			Not applicable.
14. Management: Includes a comprehensive suite of tools to facilitate centralized management, troubleshooting, and auditing. This includes (but is not limited to) a central management console, Active Directory Group Policy ADM/ADMX templates, server/client health reporting, and preferably SCCM Desired Configuration Management (DCM) packs.			Not applicable.

TECHNICAL REQUIREMENTS

DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38	Comply	Don't Comply	Comments
15. Database: Microsoft SQL Server 2012 or later.			Flock's application and databases are hosted in AWS.
16. Database: Uses Microsoft SQL Server application components such as Integration Services and Reporting Services if such functionality is necessary.			Not applicable.
17. Database: Database authentication via Windows Authentication. SQL authentication is not permitted.			Not applicable.
18. Database: Requires no client-side database engine instance such as SQL Express or similar.			Not applicable.

TECHNICAL REQUIREMENTS

DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38	Comply	Don't Comply	Comments
19. Code Base: Based on a Win32-native or Microsoft .NET Framework 4.5 or later managed code base.			Not applicable.
20. Code Base: Leverages no deprecated Win16/Win32/MFC/.NET library or assembly functionality.			Not applicable.
21. Code Base: No client-side components may depend on or require in any way the Java Runtime Environment (JRE).			Not applicable.
22. Web Server: Requires no Java-based server technologies such as IBM WebSphere, Apache Web Server, Apache Tomcat.			Not applicable.

TECHNICAL REQUIREMENTS

DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38	Comply	Don't Comply	Comments
23. Web Server: Microsoft IIS 8.5 or later.			Not applicable.
24. Firewall/Antimalware: Compatible with Microsoft Windows Firewall technologies.			Not applicable.
25. Reverse Proxy Access: Compatible with Microsoft Forefront Threat Management Gateway/F5/Kemp or similar.			Not applicable.
26. Messaging: If messaging functionality is required, must support use of either the Microsoft Outlook 2010 (or later) API and/or fully support Microsoft Exchange 2013 or later web services.			Not applicable.

TECHNICAL REQUIREMENTS

DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38	Comply	Don't Comply	Comments
27. Authentication (Users): Product must use Microsoft Active Directory Domain Services as the primary means of user authentication and user information lookup. An internal/proprietary user database may be available but must not be required, unless otherwise specified by WSP Information Technology Division (ITD).			Flock can integrate with Azure AD for authentication. We also support username/password authentication via Auth0.

TECHNICAL REQUIREMENTS

DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38	Comply	Don't Comply	Comments
<p>28. Authentication (Users): Must support and use integrated Windows authentication to Microsoft Active Directory Domain Services. The Windows credential currently logged on should be automatically detected and used for subsequent user authentications unless otherwise specified.</p>			Not applicable.
<p>29. Authentication (Computers): If computer authentication is required, must support and use Microsoft Active Directory Domain Services to validate current host against a published domain computer account.</p>			Not applicable.

TECHNICAL REQUIREMENTS

DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38	Comply	Don't Comply	Comments
30. Authentication (Multi-factor): Must not interfere with the use of multi-factor authentication technologies such as smart cards, key fobs, etc. built into the Windows operating system.	✓		MFA can be enforced at the organization level using OTP apps, or SMS text messages.
31. Authentication (SSO): Any single sign-on technologies used must be fully compatible with and use Microsoft Active Directory Domain Services.			We only support Azure AD for SSO at this time.
32. Active Directory: Requires no modifications to Active Directory schema.			We only support Azure AD for SSO at this time.

TECHNICAL REQUIREMENTS

DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38	Comply	Don't Comply	Comments
33. Logging: Uses Windows Event Viewer technologies for logging. Must use unique event IDs and event source names so to facilitate effective filtering, triggering, audit, and capture.			Not applicable.
34. Deployment (Client): Fully implements a silent installation option and supports the use of System Center Configuration Manager for deployment.			Not applicable.
35. Deployment: Uses an industry standard Microsoft- certified installer such as Windows Installer, Install Shield, etc.			Not applicable.

**TECHNICAL
REQUIREMENTS**

DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38	Comply	Don't Comply	Comments
36. Network: Must not use Windows Internet Naming Service (WINS) name resolution technologies, DNS only.	✓		
37. Network: Must not use the Windows Computer Browser service.	✓		

**TECHNICAL
REQUIREMENTS**

DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38	Comply	Don't Comply	Comments
<p>38. Currency: Vendor demonstrates adherence to a well-documented software development lifecycle open to inspection and has a verifiable history of maintaining technical currency. This includes operating systems, development frameworks, deployment, patching, security, and virtualization technologies, and general enterprise IT industry trends.</p>	✓		

APPENDIX D

OFFER, CERTIFICATIONS, AND ASSURANCES

I/we have read and understand all information contained within this entire bid package.

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here/ declare that all answers and statements made in the proposal are true and correct and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s).

The prices and/or cost data/bid submittal information has been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single bid.

No attempt has been made or will be made by the Bidder/Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other bidder or to any competitor.

In preparing this proposal, I/we have not been assisted by any current or former employee of the City of Alameda whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Any exceptions to these assurances are described in full detail on a separate page and attached to this document.

The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the City of Alameda without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.

I/we further offer to furnish materials, equipment or services in compliance with all terms, conditions, and specifications herein including all amendments.

I/we understand the City of Alameda will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the City of Alameda, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

I/we agree that submission of the attached proposal with an authorized signature constitutes complete understanding and compliance of this Request For Proposals solicitation contents and all incorporated and attached Appendixes, schedules, and amendments including the sample contract and general

terms and conditions and certifies that all necessary facilities or personnel are available and established at the time of bid submittal. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

(Typed or Printed Name)

Vendor's Signature

(Title)

(Date)

APPENDIX E

INSURANCE REQUIREMENTS

Without limiting VENDOR's indemnification of the City of Alameda (hereafter City), and prior to commencement of work, VENDOR shall obtain, provide and maintain at its own expense during the term of any agreement or contract, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

General liability insurance: VENDOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance: VENDOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Vendor arising out of or in connection with work to be performed under any agreement or contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance: VENDOR shall maintain professional liability insurance that covers the services to be performed in connection with any agreement or contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of any agreement or contract and VENDOR agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by any agreement or contract.

Workers' compensation insurance: VENDOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$500,000).

VENDOR shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance: VENDOR shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of any agreement or contract. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage: VENDOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by VENDOR, his agents, representatives, employees or sub-vendors.

Primary/noncontributing: Coverage provided by VENDOR shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

District's rights of enforcement: In the event any policy of insurance required under any agreement or contract does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by VENDOR or the City will withhold amounts sufficient to pay premium from VENDOR payments. In the alternative, City may cancel any agreement or contract.

Acceptable insurers: All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow VENDOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its sub-vendors.

Enforcement of contract provisions (non estoppel): VENDOR acknowledges and agrees that any actual or alleged failure on the part of the City to inform VENDOR of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting: Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the VENDOR maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation: VENDOR agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status: General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations: None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds: A severability of interests provision must apply for all additional insureds ensuring that VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause: VENDOR agrees to ensure that its sub-vendors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by VENDOR, provide the same minimum insurance coverage and endorsements required of VENDOR. VENDOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. VENDOR agrees that upon request, all agreements with VENDORS, subcontractors, and others engaged in the project will be submitted to the City for review.

District's right to revise specifications: The City reserves the right at any time during the term of any agreement or contract to change the amounts and types of insurance required by giving the VENDOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the VENDOR, the City and VENDOR may renegotiate VENDOR's compensation.

Self-insured retentions: Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims: VENDOR shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from VENDOR's performance under any agreement or contract, and that involve or may involve coverage under any of the required liability policies.

Additional insurance: VENDOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Appendix Section H #4 Contract

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY 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.

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

Agency: CA - Alameda PD Legal Entity Name:	Contact Name: Matt McMullen
Address: 1555 Oak Street Alameda, California 94501	Phone: (510) 337-8340 E-Mail: mmcmullen@alamedaca.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
Professional Services - Falcon/Sparrow, Advanced Implementation	\$750.00	3.00	\$2,250.00
Flock Safety Advanced Search 25-49 Falcons	\$3,500.00	1.00	\$3,500.00
Flock Falcon Camera	\$2,500.00	35.00	\$87,500.00
Professional Services - Falcon, Standard Implementation	\$350.00	32.00	\$11,200.00

(Includes one-time fees)

Year 1 Total \$104,450.00

Recurring Total: \$91,000.00

Special terms:

- N/A

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency 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.

Agency: CA - Alameda PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY 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 police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; 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 awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, 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 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

- 1.3. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.
- 1.4. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.
- 1.5 “**Authorized End User(s)**” means 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.
- 1.6 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.
- 1.7 “**Documentation**” means 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.
- 1.8 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.
- 1.9 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.
- 1.10 “**Flock Hardware**” means the Flock cameras or device, 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.
- 1.11 “**Flock IP**” means the Services, the Documentation, 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.
- 1.12 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.13 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.
- 1.14 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.16 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.
- 1.17 “**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.
- 1.18 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.
- 1.19 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.
- 1.20 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.
- 1.21 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
- 1.22 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.
- 1.23 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.
- 1.24 “**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.
- 1.25 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.26 “*Wing Livestream*” means real-time video integration with third-party cameras via the Flock interface.

1.27 “*Wing LPR*” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.28 “*Wing Replay*” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.29 “*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.

2. 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 Services via the Web Interface during the 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 and download via the Web Interface for thirty (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 with the Documentation to be used in accessing and using the 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 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 Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third Party service providers are the agency’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. Agency agrees to comply with any acceptable use policies and other terms of any third-Party service provider that are provided or otherwise made available to Agency from time to time.

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 Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite 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 Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate

government agency. 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; (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) 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 Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP 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, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 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.

2.7 Suspension.

2.7.1 Service 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 or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency'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) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose ("**Service Suspension**"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency 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; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service 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 Agency 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 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 the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license

plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware (“**Designated Location**”) and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. 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 confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, 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. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency 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. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (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 Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary

alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency 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 tests in connection with such installation.

2.8.3 Flock's Obligations. Installation of Flock 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 confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency 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 Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 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, 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 in the area affected until such materials are removed or rendered harmless.

2.10 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*”). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services (“*On-Site Services*”) in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 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, upon Agency’s prior written consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock’s products or services to its agencies, (b) the competitive strength of, or market for, Flock’s products or services, (c) 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 materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. 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. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. 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. 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. 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

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, 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 Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. 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 alerts, 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 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. 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, 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. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.4. 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 thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, 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 Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency’s intellectual

property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 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.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Wing Suite Fees. For Wing Suite products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period.

5.1.2 Falcon Fees. For Falcon products during the Term (as defined in Section 6.1), Agency will pay Flock fifty percent (50%) of the Usage Fee, the Implementation Fee as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing 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).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 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 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.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, 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. 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 material 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 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen

Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

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 EMBEDDED SOFTWARE. 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 AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **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, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; 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 THE FEES PAID AND/OR PAYABLE BY AGENCY 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 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

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 COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

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.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded 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 Section 3.1 or this Agreement.

9. MISCELLANEOUS

9.1 Compliance With Laws. The Agency agrees to 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). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

9.2 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.

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

Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

9.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda 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. 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.

9.5 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. Flock shall at all times be and act as an independent contractor.

9.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

9.7 Publicity. Upon prior consent from Agency, 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.

9.8 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 Control, or any other United States or foreign agency 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.

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

9.10 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.

9.11 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

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:

Appendix Section F #3

Flock Falcon Overview & Implementation guide See below.

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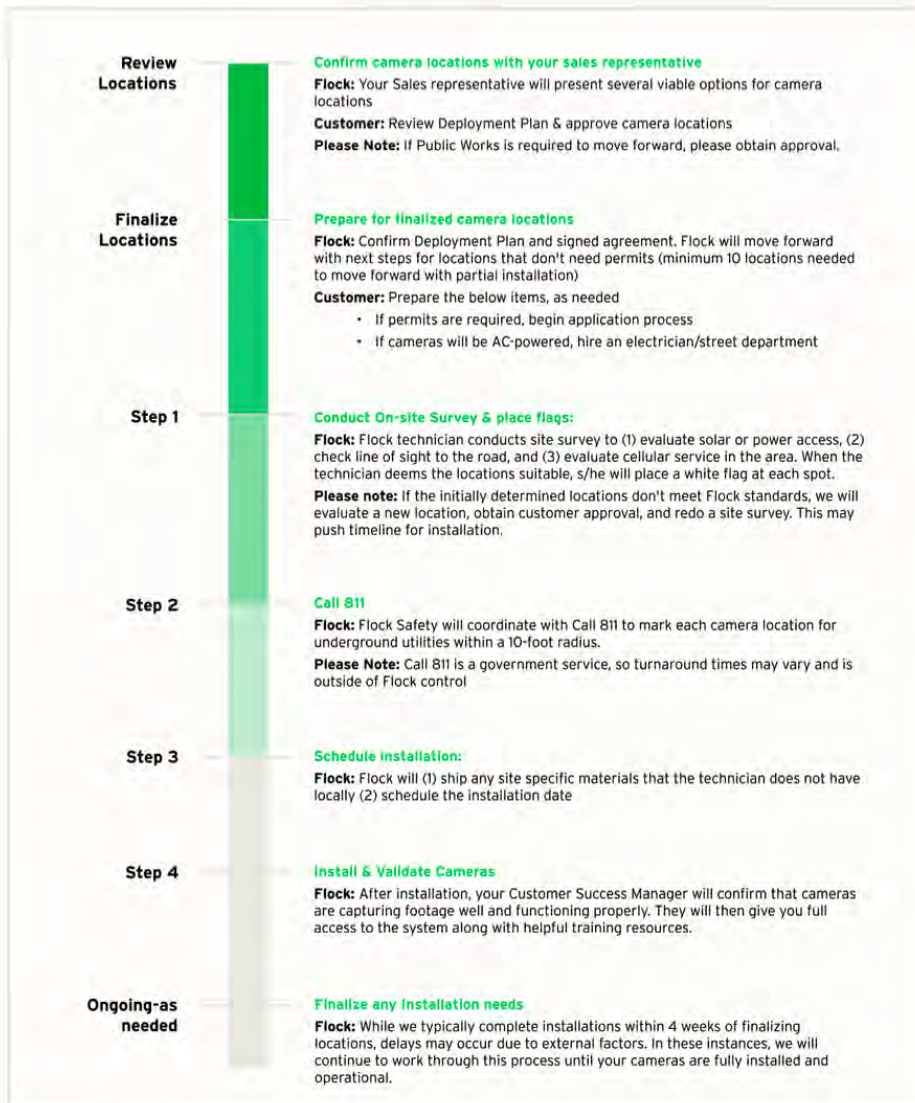
Customer Implementation Guide: Law Enforcement

Contents

Implementation Timeline	2
Implementation Team	3
Implementation Service brief: Standard VS Advanced	6
Standard Implementation	6
Advanced Implementation	8
Things to Consider when Picking Locations	10
Customer Responsibilities: AC-Powered Cams	11
Electrician Handout	12
Electrician Installation Steps	12
FAQs about AC-Powered Flock Cameras	13
Installation Service Brief Summary	15
Permitting: Pre-Install Questionnaire	16
1. Timeline	16
2. Right of Way	16
3. AC Power vs. Solar	16
4. Traffic Control & Installation Methods	16
5. Paperwork & Required Forms	17
6. Contacts	17
Professional Services Fee Schedule	17
Billing	18
Help Center	19
Customer Support	19

Implementation Timeline



This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



Implementation Team

Implementation Team	How they will support you
<p data-bbox="212 386 380 410">Project Manager</p> 	<p data-bbox="422 386 1010 435">Your Project Manager is your primary contact during camera installation.</p> <ul data-bbox="443 451 1083 581" style="list-style-type: none">• Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.
<p data-bbox="212 630 380 670">Field Operations Team</p> 	<ul data-bbox="443 630 1083 906" style="list-style-type: none">• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.• *Note*: For all installation questions or concerns, please always direct them to your Customer Success Manager and not the technician.
<p data-bbox="212 954 380 1027">Product Implementation Specialist</p> 	<p data-bbox="422 954 1052 995">Your Product Implementation Specialist is your technical product expert.</p> <p data-bbox="422 1011 1083 1076">They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. Your specialist will work your Sales Rep to:</p> <ul data-bbox="443 1092 1083 1263" style="list-style-type: none">• Review the cameras in your deployment• Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product• If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s).



Relationship Team	How they will support you
<p>Customer Success Manager</p> 	<p>Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p>While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p>Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul style="list-style-type: none"> • Set up Account Training • Understand benefits of features • Learning best practices for getting relevant data • Identifying opportunities to expand the security network in your area • Provide feedback on your partnership with Flock
<p>Flock Safety Support</p> 	<p>The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com. Support can help you:</p> <ul style="list-style-type: none"> • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick “How to” questions in your Flock Account

Please Note: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

Outside Party	When they may be involved
Electrician/ Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

Implementation Service brief: Standard VS Advanced

Standard Implementation

Cost = \$350 / camera (one time cost)

Included in scope:

Once Designated Locations are confirmed, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
 - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - *Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements (link). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.*
 - Access requiring up to a 14' A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Not included in scope:

Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Cannot NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required City, County, or State permits

Advanced Implementation

Cost = \$750 / camera (one time cost)

Included in scope: Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
 - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion) or **NCHRP 350 or MASH approved pole**, if necessary.
 - **Pole Options - Northern and Coastal**
 - **Pole Options - Non-Winterized, Non-Coastal**
 - **Pole Options - Georgia**
 - **Pole Options - Texas**
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements ([link](#)). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Not included in scope:

By default, Flock does **not** include the following as part of the Advanced Implementation Service but can optionally provide a quote for sourcing (additional cost):

- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)

Any fees or costs associated with filing for required City, County, or State permits



Things to Consider when Picking Locations

Falcon Cameras

- Use Cases
 - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection to prevent stop and go motion activation or "stop and go" traffic.
- Mounting
 - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles. ****NOTE**** *Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.*
 - They should be mounted one per pole*. If using AC power, they can be mounted 2 per pole.
 - *Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
 - They can be powered with solar panels or direct wire-in AC Power (no outlets). ****NOTE**** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.
 - They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

Solar Panels

- Solar panels need unobstructed southern-facing views.

Pole

- If a location requires a "DOT Pole" (i.e., not Flock standard pole), the implementation cost will be \$750/camera.

Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

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Let's defeat crime together

Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.



Easy to Use Install Power Kit

Work with Local Electricians

Efficient Quote & Installation Process



How to Get Started with a Powered Install

1. Create a Deployment Plan

Work with Flock to select the best location(s) for your cameras and power sources.

2. Acquire an Electrical Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera.

3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of the cameras.

4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present.

5. Install Camera

Flock will install the camera and AC power kit at the specified camera location.

6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation.

www.flocksafety.com | 866-901-1781

flock safety

Visit flocksafety.com/power-install for the complete plan, FAQs & to get started!

Electrician Handout

Electrician Installation Steps

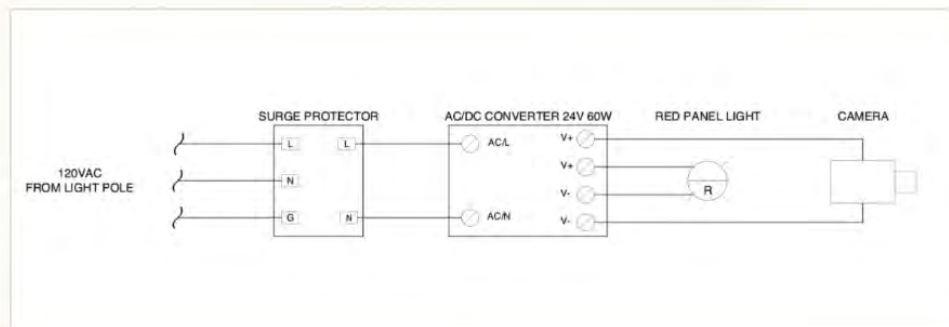
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

- **What voltage is supported?** The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.
- **How much power does this consume?** Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.
- **Who is responsible for contracting the electrician?** The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.
- **Who is responsible for maintenance?** Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.
 - If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.
- **How much does it cost?** Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.
- **What information do I need to provide my electrician?** The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.
- **Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.
- **How long does this process typically take?** The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.
- **What kind of electrician should I look for?** Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.
- **What happens if the electrician damages the equipment?** The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

- **When should the electrician perform his work?** Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.
- **What if my electrician has questions about Flock's AC Kit?** You should share the **AC-Power Kit Details** packet with the electrician if they have questions.
- **What if the AC power is on a timer?** Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What is covered by Flock	What is NOT covered by Flock	Special note
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	*DOT Approved Pole cost Electrician & ongoing electrical costs	
AC Power Kit (as needed)	Engineering Drawings	
Solar Panels (as needed)	Relocation Fees	<i>Excluding changes during initial installation</i>
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	<i>Including, but not limited to, **MASH poles or adapters</i>
Cellular Data Coverage	Bucket trucks	
Maintenance Fees (review Fees Sheet for more details)	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	<i>Only applicable for AC-powered cameras</i>

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$750/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**. Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Can your agency own the permitting process with Flock Safety's assistance?

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
 - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit? (**Link**)
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
 - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- **If full traffic control is required (cones, arrow boards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?

- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

Professional Services Fee Schedule

- Camera relocation, existing pole non-AC powered = \$350
- Camera relocation, Flock pole and/or AC powered = \$750
- Camera replacement as a result of vandalism, theft, or damage = \$500
- Pole replacement as a result of vandalism, theft, or damage = \$500
- Trip charge = \$350
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

Billing

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee, and any fee for Hardware (as described on the Order Form, together with the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees. The Agency shall pay on or before the 30th day following receipt of the invoice.

Upon completion of installation, Flock will issue an invoice for the remaining balance, and Agency shall pay on or before the 30th day following receipt of the final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the anniversary of the Effective Date.

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a "**Renewal Term**," and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days before the end of the then-current term.

Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?

How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?

How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the National Lookup to search for a plate? *(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)*

How do I reset my / another user's password?

Customer Support

You can reach our customer support team anytime by emailing support@flocksafety.com. They can help answer any "How-To" questions you may have.



Automate investigative leads with a camera that sees like a detective

Flock Safety Falcon™ ALPR Camera

The Flock Safety Falcon is an affordable, infrastructure-free ALPR (automatic license plate recognition) camera for law enforcement agencies who want to increase case clearance and eliminate crime with less. Unlike traditional ALPR, the Falcon uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible.

Not your average license plate reader

Infrastructure-Free

With solar power and LTE connectivity, we can install the Falcon where it makes the most impact on crime in just a few weeks.

Safety-as-a-Service

Get software, data, cloud storage, maintenance, and access to a network of 1B+ plate reads/month for one subscription price.

Vehicle Fingerprint Technology

Search footage by vehicle type, make, color, license plate state, missing and covered plates, and other unique features like bumper stickers, decals, and roof racks.



Join 1400+ cities using Flock Safety OS to eliminate crime



Detect

objective evidence
necessary to clear
more cases



Decode

footage with machine
learning to uncover
investigative leads



Deliver

real-time alerts to
dispatch, patrol, and
detectives

Trustworthy technology that drives positive results

130%

More plate
reads than
the
competition

30%

More
accurate
than legacy
ALPR

120

Stolen plate
and vehicle
hits per hour

60%

Crime
reduction in
Cobb County,
GA

\$1.1M

Recovered in
stolen
vehicles in
Wichita, KS

"We are making some pretty
significant arrests almost every
single day."

– Lt. Casey Slaughter
Wichita Police Department



Capture objective evidence 24/7 without the overtime pay



Identify body type, make, color, license plate (partial, missing, or covered plates), temporary plates, license plate state, and unique features like decals, bumper stickers, and accessories that create a traceable Vehicle Fingerprint.



Solar Panel

- Voltage: 18-20V
- Weight: 9.6lbs (with hardware)
- Length: 21.25"
- Width: 14"
- Depth: 2"
- Mount: atop pole with bolts

Pole

- DOT breakaway pole: 6', 12'
- Material: SCH 40
- Alloy: 6061
- Weight: 32 lbs

Camera

- Length: 8.75"
- Height: 5"
- Width: 2.875"
- Mount: Adjustable band clamps
- Weight: 3lbs
- Footage: Uploads via LTE
- Line of Sight: 15' wide, 30-65' distance
- Assembly: Flock Safety in Atlanta, GA
- Speed Capture: \leq 100MPH

Pricing

\$2,500 per camera, per year + \$350 one-time implementation fee

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

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.

Total Cost for City of Alameda

35 Flock Falcon Cameras - \$87,500 per year

Optional - Advanced Search - \$3,500 per year

One time implementation/installation - \$13,450

10.75% Tax - \$10,852.13

Optional Tax- \$376.26

Maintenance costs - included in pricing



Flock Safety Costs Overview

Description	Qty	Unit Price	Total Price
Falcon Camera	35	\$2,500	\$87,500/year
One-time Professional Services - Falcon, Standard Implementation on City owned Right of Way	32	\$350	\$11,200
One-Time Professional Services - Falcon, Advanced Implementation for pole installation on State Right of Way	3	\$750	\$2,250
Optional Advanced Search Bundle	1	\$3,500	\$3500/ year
Tax 10.75% With options \$104,450 x 10.75%			\$11,228.38
Tax 10.75% Without options \$100,950 x 10.75%			\$10,852.13
Total with Options			\$115,678.38
Total Without Options			\$111,802.13
Recurring total after year 1 with options incl tax			\$100,782.50
Recurring total after year 1 without options incl tax			\$96,906.25

***Note: Flock Safety's Solutions Consultants have evaluated the 14 locations provided by the city of Alameda, and based on those 14 locations, Flock recommends 35 cameras for completed coverage of all access points. While this is below the \$140,000 not to exceed threshold, the number of cameras can easily be scaled down or up at the city's discretion and pricing is based on the same rates as quoted - \$2500/camera per year + Implementation (\$350/\$750 per camera).**