

**AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND FLOCK GROUP,  
INC. AND FIXED AND MOBILE LICENSE PLATE READERS**

**THIS AGREEMENT**, made and entered into the 7 day of December, 2022  
("Effective Date"), by and between:

**CITY OF CORAL SPRINGS, FLORIDA**  
a municipal corporation  
9500 West Sample Road  
Coral Springs, Florida 33065  
(hereinafter referred to as "CITY")

and

**FLOCK GROUP, INC.**  
a foreign profit corporation  
1170 Howell Mill Road, NW, Suite 210  
Atlanta, Georgia 30305  
(hereinafter referred to as "CONTRACTOR")

**WHEREAS**, on June 2, 2022, CITY issued Request for Proposal Number 22-C-211 for Fixed and Mobile License Plate Readers (hereinafter "RFP"); and

**WHEREAS**, CITY staff has reviewed the proposals and recommends that CONTRACTOR be selected for the products and services identified in the RFP, attached hereto and incorporated herein as Exhibit "A;" and

**WHEREAS**, the City Commission concurs with the recommendation of CITY staff; now, therefore

**IN CONSIDERATION** of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

**SECTION 1. RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**SECTION 2. PURPOSE**

CITY hereby retains CONTRACTOR to provide Fixed and Mobile License Plate Readers.

**SECTION 3. SCOPE OF WORK**

Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the products and services detailed in Exhibit "A."

**SECTION 4. RESPONSIBILITIES OF THE PARTIES**

4.01 CONTRACTOR shall provide products and services as provided for in Exhibit "A". CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement. In addition, City agrees to be bound by the terms and conditions of Exhibit "B" to the extent such term and condition does not conflict with this Agreement or Exhibit "A."

4.02 The parties agree to be bound by the Federal Contract Provisions attached hereto as Exhibit "C."

**SECTION 5. COMPENSATION**

CONTRACTOR may provide up to fifty (50) license plate readers with all related software or software as a service to fully utilize such license plate reader. The maximum amount allowable to be charged to CITY per year per license plate reader and all related software or software as a service to utilize such cameras shall not exceed two-thousand and five hundred dollars (\$2,500) per year per license plate reader. The amount for installation of such license plate reader shall not exceed three hundred and fifty dollars (\$350) per installation. The software "Flock Safety Advanced Search" or any successor software with similar functionality shall not exceed two-thousand five hundred dollars (\$2,500) per calendar year.

Payment shall be in accordance with Exhibit "B," attached hereto and incorporated herein.

**SECTION 6. TERM OF AGREEMENT**

This Agreement shall commence upon the approval of the City Commission and shall terminate two (2) years from the Effective Date, unless otherwise terminated pursuant to Section 7 of this Agreement. CITY reserves the right to renew this contract for two (2) additional two (2) year period(s) based on CONTRACTOR'S acceptable level of performance and approved and available funding.

**SECTION 7. TERMINATION**

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

## **SECTION 8. INDEMNIFICATION**

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

## **SECTION 9. SCRUTINIZED COMPANIES**

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if

CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

## **SECTION 10.           INSURANCE**

10.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

**10.02 UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT.** Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

#### **SECTION 11. ACCIDENT PREVENTION**

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

#### **SECTION 12. INDEPENDENT CONTRACTOR STATUS**

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

#### **SECTION 13. NON-EXCLUSIVITY**

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

#### **SECTION 14. COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

**SECTION 15. PERMITS, FEES AND LICENSES**

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

**SECTION 16. TAXES**

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

**SECTION 17. CONFLICT OF INTEREST**

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict-of-interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

**SECTION 18. WARRANTIES**

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

## **SECTION 19.            ASSIGNMENT**

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 Changes in Staff. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR.

## **SECTION 20.            INSOLVENCY**

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

## **SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

**SECTION 22. RECORDS AND AUDIT**

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

**22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, [GELLIOTT@CORALSPRINGS.GOV](mailto:GELLIOTT@CORALSPRINGS.GOV), TELEPHONE NUMBER (954) 344-1074.**

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

### **SECTION 23. CUMULATIVE REMEDIES**

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

### **SECTION 24. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

### **SECTION 25. ATTORNEY'S FEES AND COSTS**

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

### **SECTION 26. GOVERNING LAW; VENUE**

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

**SECTION 27. CONSTRUCTION OF AGREEMENT**

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

**SECTION 28. SEVERABILITY**

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

**SECTION 29. CONFLICT**

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control. Except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect. In interpreting any conflict between this Agreement and any exhibit attached hereto, the following shall take priority in the following order: (1) this Agreement, (2) Exhibit "C", (3) Exhibit "A" and (4) Exhibit "B."

**SECTION 30. FORCE MAJEURE AND APPROPRIATION**

30.01 In no event shall the CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of the CITY; it being understood that the CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

30.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

**SECTION 31. E-VERIFY**

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

**SECTION 32. NOTICES**

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Bradley McKeone, Chief of Police  
 City of Coral Springs Police Department  
 2801 Coral Springs Drive  
 Coral Spring, Florida 33065  
 Tel.: (954) 346-1209  
 Email: [bmckeone@coralsprings.gov](mailto:bmckeone@coralsprings.gov)

COPY TO: Gail Dixon, Purchasing Manager  
City of Coral Springs  
9500 West Sample Road  
Coral Springs, Florida 33065  
Tel.: (954) 344-1104  
Email: [gdixon@coralsprings.gov](mailto:gdixon@coralsprings.gov)

CONTRACTOR: Lyndi Gurevitch  
South Florida Territory Sales Manager  
Flock Group, Inc.  
1003 West Heritage Club Circle  
Delray Beach, Florida 33483  
Tel: (843) 267-2010  
Email: [lyndi.gurevitch@flocksafety.com](mailto:lyndi.gurevitch@flocksafety.com)

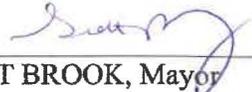
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IN WITNESS WHEREOF, CITY OF CORAL SPRINGS and FLOCK GROUP, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

  
\_\_\_\_\_  
GEORGIA ELLIOTT, CMC, City Clerk

  
\_\_\_\_\_  
SCOTT BROOK, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Andrew B. Dunkiel (Dec 1, 2022 08:21 EST)  
ANDREW DUNKIEL, Deputy City Attorney

**FLOCK GROUP, INC.**

By: Mark Smith  
Mark Smith (Nov 30, 2022 13:40 PST)  
Mark Smith, General Counsel and Secretary



DATE: June 9, 2022

RFP NO.: 22-C-211

**ADDENDUM NO. 1**

This addendum is being issued in response to questions from vendors:

1. Please confirm the number of cameras expected to be deployed in this project? **Approximately 50.**
2. Please confirm the number of software licenses expected for this project? **Depends on the package 100-200.**
3. Please confirm three (3) lanes of traffic (heading in the same direction) should be covered by single camera? **Depends on the capability of your camera.**
4. Please confirm all new locations should meet current City & County regulations, included (but not limited to) exact locations (on City's property and/or approved locations) wind load, installation and wiring? **Yes.**
5. Please confirm if the preferred installation should be using local 110V AC, if so, we assume the city will pay the new meter and electric bill? **We prefer solar powered cameras.**
6. Please confirm if we can use existing City's traffic lights or lighting poles as needed and intermittent power could be utilized, or if the vendor will need to install their own poles/solar power? **We prefer the company to provide the poles and solar power.**
7. Please confirm that mobile trailers, in vehicle cameras, and mobile app capabilities should be included in this RFP? **Yes.**
8. Please confirm the City will be providing SIM cards to all (existing and new) locations? **If your company does not provide SIM cards the city will.**
9. Please confirm the duration of the contract. **Refer to Instruction to Offerors Standard Terms and Conditions, Item 17- Contract Term of the RFP.**
10. Please confirm that remote health check monitoring software is required to be provided? **Yes.**
11. Please confirm if the intention is to deploy new LPR cameras and/or replace LPR cameras at existing locations. **Both replace and add new locations.**
12. If possible, please provide the locations of the existing LPR cameras? **LPR cameras are located throughout the City of Coral Springs.**

13. If possible, please provide locations of the proposed new cameras? **The proposed new cameras will be located throughout the City of Coral Springs.**
14. Please confirm if a site survey for the new cameras was conducted to determine specific locations and who will approve the final locations? **We have not conducted a site survey at this time, the SOC Captain will approve the final locations.**
15. Please confirm warranty period required? **Minimum of 1 year.**
16. Please confirm "as built drawings" will need to be submitted with the completed project? **Yes.**
17. Please confirm if lease option would be considered? **Yes.**
18. Please confirm that all work will need to be performed by a licensed Florida contractor? **Yes, work needs to be performed by your company's approved vendor.**
19. Please confirm the number of trainings required for administrators and operators. **1-2.**
20. If possible, please confirm the budget for this project? **To be determined, based on upcoming needs.**

**THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,  
DUE JULY 13, 2022 AT 2:00 P.M.**

DocuSigned by:  
*Mark Smith*  
AC5C931454C24F3...

Signature

Flock Group Inc

Company

7/11/2022

Date

Nicholas Orcutt  
Purchasing Agent



DATE: June 27, 2022

RFP NO.: 22-C-211

**ADDENDUM NO. 2**

This addendum is being issued in response to questions from vendors:

1. In article 27.2 -my legal team is asking to change the verbiage from “best efforts” to “commercially reasonable efforts”. Is this possible. **No, this is our standard template language.**
2. Concerning the last section of the RFP labelled "Federal Required Contract Provisions" - My legal is asking why this section is in DRAFT form? Is this something that you plan on adding to an executed contract? **Refer to Proposal Form, Item 8(1). The draft form is included in the RFP for information purposes only. Yes, the “Federal Required Contract Provisions” will be included in the final executed agreement with the awarded contractor.**

**THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,  
DUE JULY 13, 2022 AT 2:00 P.M.**

DocuSigned by:  
*Mark Smith*  
AC5C931454C24F3...

Signature

Flock Group Inc

Company

7/11/2022

Date

Nicholas Orcutt  
Purchasing Agent



DATE: July 1, 2022

RFP NO.: 22-C-211

**ADDENDUM NO. 3**

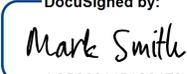
This addendum is being issued in response to questions from vendors:

1. Are there any LRP manufacturers or representatives that the City has met with that have influenced this solicitation? **No.**
2. Are there any specific requirements for capabilities of the camera to view at night or in low-light situations? How will The City test & compare these capabilities? **Yes, we need cameras with IR technology to record the tags at night. We expect the same accuracy at night as we do during the day. We will need remote health check monitoring access.**
3. Is there a minimum accuracy requirement for plate reads and analytics (vehicle type, color, speed, make)? **We prefer at minimum a 95% and higher plate read accuracy with the ability to search by tag, make, vehicle type and color.**
4. Is the requirement of a Centralized Hosted LPR system mean that you are looking for a system that resides on the provider's cloud or are you looking for a cloud-based system that will reside on the city's own private cloud? **Provider's Cloud.**
5. Requirement to run on back up power for one week:
  - a. Is this for both fixed and mobile (trailer)? **Trailers only.**
  - b. Will this requirement be for night time use also? Meaning the use of a flash? **Yes.**
  - c. Does this mean you are expecting 100% of the systems to be solar? **We prefer solar.**
6. Can you elaborate on what you mean by "alert the officers in the proximity of the trailer"?
  - a. Are you looking for alerting the units that are within a distance range of the detection location? **No, alerting all units.**
  - b. Will you require integration to your CAD or your dispatch SW? **No.**
    - i. Can you advise which are you using? **N/A.**
7. Location and field of view is critical for capturing plates, can you provide more context as to where you are looking to deploy these? **We are looking to deploy on roadways in the City.**
8. In the Operational Capabilities section:
  - a. What is the record time you require? **30 day minimum retention of LPR pictures.**
  - b. Do you currently use an investigative tool and if so, which is it? **No.**
    - i. Are you looking for us to supply you with one? **No.**

9. Can you elaborate on what you mean by “explain how device compatible software operates”?
- a. What is a device compatible software? **How does your software work, is it proprietary to the hardware?**
  - b. Do you have current software we need to integrate to? **No.**
    - i. If so, which? **N/A.**
10. Do you have a minimum rate of precision required? **Minimum 85%.**
11. Do you have a minimum image quality required? **No, as long as the plate is readable.**
12. Do you want to have more than just LPR? **Yes.**
- a. Object classification: **Yes.**
  - b. Counting: **Yes**
  - c. Etc.: **Yes.**
13. For the fixed cameras:
- a. Will we be required to provide the poles? **Yes.**
    - i. If so, can you provide locations? **Within the City.**
  - b. Will we be able to install these on existing light poles? **In the future yes.**
    - i. If so, will you seek permission from FPL or pole owners? **Yes.**



**THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,  
DUE JULY 13, 2022 AT 2:00 P.M.**

DocuSigned by:  
  
AC5C931454C24F3...

Signature

Flock Group Inc

Company

7/11/2022

Date

Nicholas Orcutt  
Purchasing Agent



DATE: 6/2/2022

RFP NO. 22-C-211

**REQUEST FOR PROPOSALS**

## ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Proposals at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, for furnishing the services described below:

**FIXED AND MOBILE LICENSE PLATE READERS**

Sealed Proposals must be received and time stamped in by the Purchasing Manager, either by mail or hand delivery, no later than 2:00 p.m. local time on **Wednesday, July 13, 2022**. A public opening will take place at or before 2:15 p.m. in the Sawgrass Room located at the Municipal Complex on the same date. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Offeror.

**NOTE TO PROPOSERS:** The City will accept proposal submittals electronically through DemandStar ([www.demandstar.com](http://www.demandstar.com)), by email to [bids@coralsprings.org](mailto:bids@coralsprings.org) or delivered in person.

This Request for Proposal is being solicited in accordance with the Procurement Requirements for Federal Grants, as provided for in Title 2 Code of Federal Regulations (C.F.R.) Part 200 as well as the required Federal Contract Provisions of this proposal document as incorporated herein in order to be eligible for reimbursement under the Urban Areas Security Initiative (UASI) Program. In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation minority businesses, women's business enterprises, and labor surplus area firms as a part of any subsequent agreement whenever possible. All work will be completed in compliance with rules and guidance as well as federal laws, regulations, executive orders, and the federal cost principles at 2 C.F.R. Part 200.

Proposals are subject to the attached Standard Terms and Conditions contained in the Instructions to Offerors.

Any questions you may have regarding this project can be sent via email to [norcutt@coralsprings.org](mailto:norcutt@coralsprings.org). The last day to submit questions will be **June 30, 2022 by 5:00 p.m.** Questions received after the stated date and time will not be addressed.

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more offeror's, or take any other such actions that may be deemed to be in the best interests of the City.

Nicholas Orcutt, CPPB,  
Purchasing Agent

CITY OF CORAL SPRINGS, FLORIDA • FINANCIAL SERVICES DEPARTMENT • PURCHASING DIVISION  
Municipal Complex, 9500 W. Sample Road • Coral Springs, FL 33065 • CoralSprings.org  
Phone 954-344-1100 • Fax 954-344-1186

## **I. STATEMENT OF THE WORK**

- A. Services Required by the City: City requires a vendor able to provide a hardware and software system to operate **License Plate Readers (Fixed and Mobile)** for the Police Department.
- B. Turnkey provider of the License Plate Readers (fixed and mobile) to establish a multi-year agreement for equipment, customer support, software upgrades, maintenance, data retention and management.

## **II. SCOPE OF SERVICES**

### A. Operational Specifications:

1. Centralized hosted License Plate Reader (LPR), eliminating any requirements of server hardware, database expertise, and software maintenance from the city.
2. Unlimited technical support as well as software enhancements.
3. Solar power or extended power source on the license plate reader to run for at least one week.
4. The license plate readers scan vehicles against known hotlist.
5. The system alerts officers in the proximity of the trailer via Software, Text Message, or Email with the hit report.
6. Cameras with the capability or reading up to three lanes of traffic at interstate speeds.

### **Proposers to explain in detail the items listed below:**

### B. Operational Capabilities

1. Degrees of lens field of view.
2. Battery life.
3. Record time.
4. Options.
5. Describe which software programs can be utilized such as the investigative data subscription.

### C. Data Storage & Maintenance Capabilities:

1. Explain how device compatible software operates.
2. Collection, transfer, management, storage, and sharing capabilities.
3. Explain number of user licenses and or software licenses, are included.
4. Connectivity thru laptops, cell phones, iPads, etc.
5. GPS mapping capabilities.
6. How is data accessed from the vendor's website?
7. How does the LPR trailer connect back to the vendor?

### D. Customer Service & Support Capabilities

1. Detail warranty/repair service.
2. Replacement program.
3. Upgrade program.

Include any and all required software license and/or software maintenance agreements.

E. Options:

Please include any options pertaining to above requirements or unique to your device that would enhance your proposal.

**III. PROPOSAL REQUIREMENTS**1. Scope of Services Proposed

Clearly describe the scope of services proposed. Be as specific as you can about the license plate readers (fixed and mobile) and accompanying software as the total package that is most effective and efficient will strongly enhance proposal.

2. Firm Qualifications

This section of the proposal should give a description of the firm and how long you have been developing license plate readers (fixed and mobile).

3. References

Provide a list and description of similar projects satisfactorily performed within the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

4. Price Proposal

Submit your signed, firm, fixed, **itemized** pricing proposal for providing all equipment, software license, maintenance, support, services, materials, training, etc.

5. Proposal Copies

If submitting in person, **five (5) sealed original copies and one electronic copy** (flash drive) of the entire proposal should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Nicholas Orcutt, Purchasing Agent. Electronic submission of Proposals will be accepted through [DemandStar.com](http://DemandStar.com) or emailed to [bids@coralsprings.org](mailto:bids@coralsprings.org).

6. Addenda, Additional Information – Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offeror as a result of any discussions with any City employee. Only those communications, which are in writing from the Purchasing Manager, may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

## **V. EVALUATION OF PROPOSALS**

### Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>POINTS POSSIBLE</u>
Scope of Services Proposed	35
Firm Qualifications	20
References	15
Price	30
<hr/>	
<b>TOTAL POINTS POSSIBLE</b>	<b>100</b>

These weighted criteria are provided to assist the Offerors in the allocation of their time and efforts during the submission process. The criteria also guides the Evaluation Committee during the short-listing and final ranking of Offerors by establishing a general frame work for those deliberations.

Short listed proposals may be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Offerors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful Offeror shall be required to execute a City contract covering the scope of services to be provided and setting fourth the duties, rights and responsibilities of the parties. This contract must be executed by the successful Offeror prior to recommendation of award and presentation to the City Commission.

## **VI. SCHEDULE OF EVENTS**

The schedule of events, relative to the procurement shall be as follows:

<u>Event</u>	<u>Date</u>
1. Issuance of Request for Proposals	6/2/2022
2. Deadline for Questions	6/30/2022
3. Opening of Proposals	7/13/2022
4. Proposal Evaluations	week of 7/18/2022
5. Presentations (if needed)	week of 7/25/2022
6. Contract Negotiations	week of 8/1/2022
7. Award of Contract	August 2022

City reserves the right to delay scheduled dates.

## **VII. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS**

1. Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:
  - (a) Proposal and Offeror's Certification
  - (b) Certified Resolution
  - (c) Qualifications Statement
  - (d) Non-Collusive Affidavit
  - (e) Offeror's Foreign (Non-Florida) Corporate Statement.
  - (f) References
  - (g) Certificate(s) of Insurance
  - (h) E-Verify Registration Certificate
  - (i) Trade Secret Affidavit (if applicable)
  - (j) Drug Free Workplace Certification
  - (k) Certification Pursuant to Florida Statue 215.4725
  - (l) Federal Contract Provisions (for information purposes only, will be included in the final agreement with awarded contractor)

## **VIII. AWARD OF CONTRACT**

The contract or contracts shall be awarded to the responsible Offeror(s) whose Proposal(s) is/are determined to be the most advantageous to City, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals.

Be advised that the City is prepared to award individual contracts for each service or multiple services or any other combination of services as City deems in its best interests.

**IX. INSURANCE**

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

**RFP NO.: 22-C-211****FIXED AND MOBILE LICENSE PLATE READERS****INSTRUCTIONS TO OFFERORS****STANDARD TERMS AND CONDITIONS****1. DEFINED TERMS**

1.1 Terms used in these Instructions to Offerors are defined and have the meaning assigned to them. The term "Offeror" means one who submits a Proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Coral Springs, a municipal corporation of the State of Florida. The term "Proposal Documents" includes the Request for Proposals, Instructions to Offerors, Proposal, Qualifications Statement, Non-Collusive Affidavit, Corporate Resolution or Letter of Transmittal, Proposal Security and Specifications, if any, and the proposed Contract Documents, if any, (including all Addenda issued prior to receipt of Proposals). The term "CONTRACTOR" shall mean the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

**2. SPECIAL CONDITIONS**

2.1 Any and all Special Conditions that may vary from the General Conditions shall have precedence.

**3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

3.1 Before submitting a Proposal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

3.2 The Offeror, by and through the submission of a Proposal, agrees that he shall be held responsible for having familiarized himself with the nature and extent of the work and any local conditions that may affect the work to be done and the equipment, materials, parts and labor required.

**4. SPECIFICATIONS**

4.1 The apparent silence of the Specifications as to any detail, or the apparent omission

from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

- 4.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.
- 4.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Offeror may offer any brand that meets or exceeds the specifications for any item(s). If a Proposal is based on equivalent products, indicate on the Proposal the manufacturer's name and catalog number. Offeror shall submit with his Proposal complete, descriptive literature and/or specifications. The Offeror should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the CITY. If Offeror fails to name a substitute, it will be assumed that he is bidding on and he will be required to furnish goods identical to Proposal standards.

## 5. INTERPRETATIONS AND ADDENDA

- 5.1 If the Offeror should be in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, he shall submit a written request directed to the Purchasing Manager for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Manager at least ten (10) calendar days before the date of the formal opening of the Proposals. Questions received less than ten (10) calendar days prior to the Proposal opening shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda and shall be mailed to all parties recorded by CITY'S Purchasing Manager as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

## 6. PRICES PROPOSED

- 6.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.

- 6.2 All prices and costs for equipment shall remain firm and fixed for acceptance for ninety (90) calendar days after the day of the Proposal opening.
- 6.3 The Proposal Price shall include all permit fees, royalties, license fees and other costs arising from the use by such design, equipment and/or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Coral Springs.

7. NON-COLLUSIVE AFFIDAVIT

- 7.1 Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. CITY considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

8. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

- 8.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. OCCUPATIONAL HEALTH AND SAFETY

- 9.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Proposal must be accompanied by a Material Safety Data Sheet (MSDS) and may be obtained from the manufacturer. The MSDS must include the following information:
  - 9.1.1 The chemical name and the common name of the toxic substance.
  - 9.1.2 The hazards or other risks in the use of the toxic substance, including:
    - (a) The potential for fire, explosion, corrosivity and reactivity;
    - (b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
    - (c) The primary routes of entry and symptoms of overexposure.
  - 9.1.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

- 9.1.4 The emergency procedure for spills, fire, disposal and first aid.
- 9.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 9.1.6 The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

9.2 Offeror warrants that the commodities supplied to CITY shall conform in all aspects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended and the failure to comply with this condition will be considered a breach of contract.

## 10. CONFLICT OF INTEREST

10.1 The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

## 11. PROPOSAL SECURITY, PAYMENT AND PERFORMANCE BONDS, INSURANCE

11.1 Proposal security and proof of insurance, when required by the Special Conditions, shall be submitted with the proposal as specified in the Special Conditions. After acceptance of the proposal, the Successful Offeror, when required by the Special Conditions, shall submit payment and/or performance bonds, certificated and/or policies of insurance in the manner, form and amount(s) specified in the Special Conditions.

## 12. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

- 12.1 The following is a summary of documents, which are to be submitted by the Offerors:
- (a) Proposal and Offeror's Certification
  - (b) Certified Resolution
  - (c) Qualifications Statement
  - (d) Non-Collusive Affidavit
  - (e) Offeror's Foreign (Non-Florida) Corporate Statement.
  - (f) References
  - (g) Certificate(s) of Insurance
  - (h) E-Verify Registration Certificate
  - (i) Trade Secret Affidavit (if applicable)

- (j) Drug Free Workplace Certification
- (k) Certification Pursuant to Florida Statute 215.4725
- (l) Federal Contract Provisions (for information purposes only, will be included in the final agreement with awarded contractor)

13. SUBMISSION OF PROPOSALS

- 13.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.
- 13.2 Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.
- 13.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 13.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 13.5 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "**PROPOSAL FOR FIXED AND MOBILE LICENSE PLATE READERS THE CITY OF CORAL SPRINGS, FLORIDA**" and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Office for the premature opening of a Proposal not properly addressed and identified.
- 13.6 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 13.7 All Proposals received from Offerors in response to the Request for Proposal will become the property of City and will not be returned to the Offerors. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.

#### 14. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 14.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.
- 14.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Offeror may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

#### 15. REJECTION OF PROPOSALS

- 15.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 15.2 City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in the best interest of the City to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.

#### 16. AWARD OF CONTRACT

- 16.1 The Contract should be awarded by City's Commission to the most responsible and responsive Offeror(s) for the Proposal(s) whose evaluation by City indicates to City that the award will be in the best interests of the City and not necessarily to the lowest Offeror.

16.2 The Offeror to whom award is made shall execute a written contract prior to Notice of Award. If the Offeror to whom the first award is made fails to enter into a contract as herein provided, the award may be annulled and the contract left to another Offeror who is responsible and responsive in the opinion of City. Such Offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

17. CONTRACT TERM

The initial term of this contract will be two (2) year(s) with an option to renew for two (2) additional two (2) year time periods for a cumulative total of six (6) years, using the same terms, conditions, and pricing of the original agreements provided that funds are available and appropriated by City's Commission.

## **SPECIAL CONDITIONS TO INSTRUCTIONS TO OFFERORS**

18. QUALIFICATIONS OF OFFERORS

18.1 Each Offeror should complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required thereunder with the Proposal may constitute grounds for rejection of the Proposal.

18.2 As a part of the proposal evaluation process, City may conduct a background investigation, including a record check by the Coral Springs Police Department of offeror. Offeror's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

18.3 No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed irresponsible for unreliable by City.

18.4 City reserves the right to make a pre-award inspection of the Offeror's facilities and equipment prior to award of Contract.

19. ENVIRONMENTAL REGULATIONS

19.1 City reserves the right to consider Offeror's history of citations and/or violations of environmental regulations in determining an Offeror's responsibility, and further reserves the right to declare an Offeror not responsible if the history of violations warrant such determination. Offeror shall submit with the Proposal a complete history of all citations and/or violations, notices and dispositions thereof. The non-

submission of any such documentation shall be deemed to be an affirmation by the Offeror that there are no citations or violations. Offeror shall notify City immediately of notices of any citation or violation, which Offeror may receive after the Proposal opening date and during the time of performance of any contract awarded to offerors.

## 20. INSURANCE

- 20.1 Offeror shall submit a certificate(s) of insurance evidencing the required insurance together with the Proposal. Failure to do so may cause rejection of the Proposal.
- 20.2 Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide City with certified copies of all insurance policies providing coverage as required by these Special Conditions.
- 20.3 The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (a) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Offeror engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Offeror shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- (b) Comprehensive General Liability Insurance with the following minimum limits of liability:

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property  
Damage Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

- (c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Offeror in the performance of the work with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property  
Damage Liability per occurrence

- 20.4 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to City by certified mail.
- 20.5 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:
  - Financial Stability    B+ to A+
- 20.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.
- 20.7 The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.
- 20.8 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to City. City shall provide written notice of occurrence within fifteen (15) working days of City'S actual notice of such an event.
- 20.9 The Successful Offeror shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 20.10 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of City.

20.11 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and City, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

21. INDEMNIFICATION

21.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Offeror shall indemnify, defend, save and hold harmless the City, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Offeror or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

21.2 PATENT AND COPYRIGHT INDEMNIFICATION: Successful Offeror agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

21.3 The Successful Offeror shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

21.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Offeror under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

22. RISK OF LOSS

22.1 The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be carried by Successful Offeror until the delivery and installation of the equipment to City's premises, and inspection and acceptance of the equipment by City. Title to equipment shall pass to City upon acceptance by City.

23. CONTRACT TIME

23.1 The work to be performed under the Contract shall be commenced upon issuance of Purchase Order.

24. WARRANTIES

- 24.1 Warranty of Merchantability: Successful Offeror warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- 24.2 Warranty of Material and Workmanship: Successful Offeror warrants all material and workmanship for a minimum of to be determined from date of completion and acceptance by City. If within to be determined after acceptance by City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the Contract documents, Successful Offeror shall promptly after receipt of a written notice from City to do so, promptly correct the work unless City has previously given Successful Offeror a written acceptance of such condition. This obligation shall survive termination of the Contract.
- 24.3 Warranty of Fitness for a Particular Purpose: Successful offeror warrants the parts shall be fit for and sufficient for the purpose(s) intended. The proposal(s) for which the parts covered by the contract is intended is: Fixed and Mobile License Plate Readers.
- (a) Successful offeror understands and agrees that City is purchasing the parts in reliance upon the skill of Successful Offeror in furnishing the parts suitable for the above-stated purpose. If the parts cannot be used in the manner stated in this Paragraph, then City, at its sole discretion may return the parts to successful offeror for a full refund of any and all moneys paid for the parts.
- 24.4 Warranty of Title: Successful Offeror warrants that all equipment delivered under the contract shall be of new manufacture and that Successful Offeror possesses good and clear title to said equipment and there are no pending liens, claims or encumbrances whatsoever against said equipment.
- 24.5 Successful Offeror warrants that there has been no violation of copyrights, patent rights or licensing agreements in connection with the work of the contract.
- 24.6 Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.
- 24.7 Successful Offeror warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

- 24.8 Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 24.9 All warranties made by Successful Offeror together with service warranties and guaranties shall run to City and the successors and assigns of City.

25. NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

- 25.1 During the performance of the Contract, the Successful Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Successful Offeror will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Offeror(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

26. TAXES

- 26.1 Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

27. PERMITS, FEES AND NOTICES

- 27.1 Successful Offeror shall secure all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price Proposal except where expressly noted in the specifications requirement.
- 27.2 Successful Offeror shall use his best efforts to obtain all the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the Purchasing Manager without delay.

28. TERMINATION FOR CAUSE AND DEFAULT

- 28.1 In the event Successful Offeror shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, City shall give written notice by certified mail, return receipt requested to Successful Offeror of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event Successful Offeror has failed to correct the conditions of default or the default is not remedied to

the satisfaction and approval of City, City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case Successful Offeror shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

29. TERMINATION FOR CONVENIENCE OF CITY

29.1 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to Successful Offeror, City may without cause and without prejudice to any other right or remedy, terminate the agreement for City's convenience whenever City determines that such termination is in the best interests of City. Where the agreement is terminated for the convenience of City, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of City under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. AUDIT RIGHTS

30.1 City reserves the right to audit the records of Successful Offeror at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by City, Successful Offeror shall agree to submit to an audit by an independent certified public accountant selected by City. Successful Offeror shall allow City to inspect, examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the contract.

31. DELAYS AND EXTENSIONS OF TIME

31.1 The Contract time may only be changed by a change order or a written amendment. Any claims for an extension or shortening of Contract time shall be based upon written notice delivered by the party making the claim to the other party not more than ten (10) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim otherwise it shall be waived.

31.2 No claim for damages or any claim other than an extension of time shall be made or asserted against the City by reason of any delays.

32. ASSIGNMENT

32.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without City'S prior written approval.

32.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

33. GOVERNING LAWS: This RFP/Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws thereof.

34. VENUE: Any litigation arising out of this RFP/Agreement shall be brought in the Seventeenth Judicial Circuit for Broward County, Florida.

35. ADDENDUM

35.1 An addendum, if needed, will be issued prior to the opening of bids. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents. If a Offeror is on record with the Purchasing Division as having received the bid package, any addendums will be provided to the Offeror.

If a Offeror downloads the bid documents from the City website, the Purchasing Division must be notified of that download and the prospective Offeror's interest in submitting a bid on the project. If the City is not notified, the City will not be able to assure that any addenda issued after the bid is downloaded by the prospective Offeror is provided to the prospective Offeror. It is the responsibility of the Offeror to view the website to determine if any addenda have been issued, or to contact the Purchasing Division to determine if any addenda has been issued. In some cases, where the addendum has a direct effect on the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered as non-responsive.

36. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

- (b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. City may immediately terminate an Agreement for a breach of this subparagraph.
- (c) City shall terminate this Agreement if City has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.
- (d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. City may immediately terminate this Agreement for a breach of this subparagraph.
- (e) City shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this section, but CONTRACTOR have otherwise complied with this Section. City may immediately terminate this Agreement for a breach of this subparagraph.
- (f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.
- (g) CONTRACTOR shall be liable for any and all additional costs incurred by City as a result of a termination for this Section.

**PROPOSAL FORM FOR FIXED AND MOBILE LICENSE PLATE READERS****REQUEST FOR PROPOSAL NO. 22-C-211**

**SUBMITTED TO: City of Coral Springs  
Municipal Complex  
9500 West Sample Road  
Coral Springs, Florida 33065**

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.
2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.
3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.
4. Offeror has given the Purchasing Agent written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Offeror.
5. Price Proposal:  
Submit your signed, firm, fixed, **itemized** pricing proposal for providing all equipment, software license, maintenance, support, services, materials, training, etc.
6. ***The undersigned Offeror will extend the same prices, terms and conditions to other government agencies located in the State of Florida during the period covered by this contract and any extensions, if required.***      \_\_\_\_\_ **Yes**      \_\_\_\_\_ **No**
7. Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal:  
  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_
8. The following documents are attached to and made as a condition to this Proposal:
  - (a) Proposal and Offeror's Certification
  - (b) Certified Resolution
  - (c) Qualifications Statement
  - (d) Non-Collusive Affidavit

- (e) Offeror's Foreign (Non-Florida) Corporate Statement.
- (f) References
- (g) Certificate(s) of Insurance
- (h) E-Verify Registration Certificate
- (i) Trade Secret Affidavit (if applicable)
- (j) Drug Free Workplace Certification
- (k) Certification Pursuant to Florida Statue 215.4725
- (l) Federal Contract Provisions (for information purposes only, will be included in the final agreement with awarded contractor)

9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

10. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.

11. The correct legal name of Offeror is: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Social Security No. or Federal I.D. No.: \_\_\_\_\_

12. Communications concerning this Proposal shall be addressed to \_\_\_\_\_ at the following address:  
 \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Submitted on \_\_\_\_\_, 202\_\_.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 202.

\_\_\_\_\_  
Printed Name of Firm

By: \_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 202, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Printed Name of Partnership

By: \_\_\_\_\_  
Signature of General or Managing Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
State of Registration

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ Day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Company) who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Printed Name of Corporation

\_\_\_\_\_  
Printed State of Incorporation

By: \_\_\_\_\_  
Signature of President or other authorized officer

(CORPORATE SEAL)

\_\_\_\_\_  
Printed Name of President or other authorized officer

ATTEST:

\_\_\_\_\_  
Address of Corporation

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or type as Commissioned)

**CERTIFIED RESOLUTION**

I, \_\_\_\_\_ (Name), the duly elected Secretary of \_\_\_\_\_  
\_\_\_\_\_ (Corporate Title), a corporation\* organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_, do hereby certify that the following Resolution was unanimously adopted and passed by  
a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-  
laws of the said corporation.

"IT IS HEREBY RESOLVED THAT \_\_\_\_\_ (Name)" The duly elected \_\_\_\_  
\_\_\_\_\_ (Title of Officer) of \_\_\_\_\_ (Corporate Title) be and is hereby  
authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and  
such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid  
Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts  
and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing  
resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be  
indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or  
growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so  
certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by  
the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 202\_\_.

(SEAL)

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

\_\_\_\_\_  
Corporate Title

**NOTE:**

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed  
explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral  
Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the  
corporation to do so in its behalf.

**\*The Term Corporation shall include Corporation, Company, or Partnership**

**QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs  
Purchasing Manager  
Municipal Complex  
ADDRESS: 9500 West Sample Road  
Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: \_\_\_\_\_

Corporation  
Partnership  
Individual  
Other

NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

- 1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_  
\_\_\_\_\_

- 2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's name: \_\_\_\_\_
- d. Vice President's name: \_\_\_\_\_
- e. Secretary's name: \_\_\_\_\_
- f. Treasurer's name: \_\_\_\_\_

g. Name and address of Resident Agent:

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3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: \_\_\_\_\_

b. Name, address and ownership units of all partners:

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c. State whether general or limited partnership: \_\_\_\_\_

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

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a. Under what other former names has your organization operated?

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7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFP. Please attach certificate of competency and/or state registration.

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8. Do you have a complete set of documents, including drawings and addenda?  
(Y) \_\_\_\_\_ (N) \_\_\_\_\_

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

\_\_\_\_\_  
(name) (address) (phone number)

\_\_\_\_\_  
(name) (address) (phone number)

\_\_\_\_\_  
(name) (address) (phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. State the name of the individual who will have personal supervision of the work:

\_\_\_\_\_

12. State the name and address of attorney, if any, for the business of the Offeror:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

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15. State the name of Surety Company which will be providing the bonds if any bonds are required by the Instructions to Proposers, and name and address of agent:

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16. List below and identify the address, telephone number, and capacity (inside and outside storage) of the Principal and any Subsidiary Compounds proposed for the contract.

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(Use additional sheets if necessary)

17. Lawsuits involving the entity submitting the response (Corporation, Partnership, LLC, or any other form of legal entity) or individuals with more than 10% of interest in the entity.

- a. List all pending lawsuits:

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- b. List all lawsuits which have been completed within the past five (5) years:

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THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE

TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or type as Commissioned)

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Offeror that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.



FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
  - \_\_\_\_\_(a) Maintaining, defending, or settling any proceeding.
  - \_\_\_\_\_(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - \_\_\_\_\_(c) Maintaining bank accounts.
  - \_\_\_\_\_(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
  - \_\_\_\_\_(e) Selling through independent contractors.
  - \_\_\_\_\_(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
  - \_\_\_\_\_(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - \_\_\_\_\_(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - \_\_\_\_\_(i) Transacting business in interstate commerce.
  - \_\_\_\_\_(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - \_\_\_\_\_(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - \_\_\_\_\_(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - \_\_\_\_\_(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust
- (II) \_\_\_\_\_ Sole Proprietorship or Self-Employed

**NOTE:** This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
OFFERORS CORRECT LEGAL NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF OFFEROR

**REFERENCES**

In order to receive RFP Award consideration on the proposed RFP, it is a requirement that the following "Information Sheet" be completed and returned with your proposal. This information may be used in determining the RFP Award for this contract.

OFFEROR (COMPANY NAME): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ ( ) \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
ADDRESS OF NEAREST FACILITY: \_\_\_\_\_  
\_\_\_\_\_

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE TWO (2) YEARS:

1. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ ( ) \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
DATE PRODUCTS/SERVICES PROVIDED: \_\_\_\_\_
  
2. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ ( ) \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
DATE PRODUCTS/SERVICES PROVIDED: \_\_\_\_\_
  
3. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ ( ) \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
DATE PRODUCTS/SERVICES PROVIDED: \_\_\_\_\_

**TRADE SECRET AFFIDAVIT**

**(To be completed and submitted by vendor if providing company trade secrets with response)**

STATE OF FLORIDA        )  
COUNTY OF BROWARD    )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ who having been duly cautioned and sworn, upon oath deposes and states as follows:

1. My name is \_\_\_\_\_.
2. I work for \_\_\_\_\_(company) and my title is \_\_\_\_\_.
3. I am authorized to submit this affidavit on behalf of \_\_\_\_\_ (company).
4. I am authorized to bind \_\_\_\_\_ (company)
5. \_\_\_\_\_(company) has submitted or will submit documentation to the City that are marked as trade secret and is a "trade secret" as defined in Sections 812.081 and 688.002, Florida Statutes and accordingly, per Section 815.045, Florida Statutes, is confidential and exempt from disclosure in accordance with Chapter 119, Florida Statutes and Section 24(a) of the Florida Constitution.
6. \_\_\_\_\_(company) acknowledges and understands that the City of Coral Springs will review the documents marked as trade secret and make an independent review of such documents of whether such records exemption or confidentiality claim is valid..
7. \_\_\_\_\_(company) claims trade secret to the specific information described as follows
  - a. Page \_\_\_ Description of Information: \_\_\_\_\_ Reason: \_\_\_\_\_
8. \_\_\_\_\_(company) agrees to hold harmless and indemnify the City of Coral Springs from any and all damages, claims, costs and/or attorneys fees

arising from or related to the City of Coral Springs claiming a public records exemption or confidentiality of document or any information marked as "trade secret" and identified in the paragraph(s) above.

9. FURTHER AFFIANT SAYETH NAUGHT.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and the facts stated in it are true:

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name)

STATE OF FLORIDA  
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_ (Notary Signature)

\_\_\_\_\_ (Print Notary Name)

Personally Known OR Produced Identification

Type of Identification Produced: \_\_\_\_\_

**DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

BUSINESS NAME

---

PROVIDER'S SIGNATURE

# CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

certifies that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Mark Smith, on behalf of Flock Group Inc,  
Print Name Company Name

certifies that Flock Group Inc does not:  
Company Name

1. Participate in a boycott of Israel.

DocuSigned by:  
*Mark Smith*  
AC5C931454C24F3...

\_\_\_\_\_  
Signature

General Counsel

\_\_\_\_\_  
Title

7/11/2022

\_\_\_\_\_  
Date





# CERTIFICATE OF LIABILITY INSURANCE

Exhibit 1 DATE (MM/DD/YYYY)  
 9/30/2022 6/7/2022

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1508144 SORENSEN COMPANIES, LLC SORENSEN, CRAIG F. CONSTRUCTION, INC. 918 S. 2000 W. SYRACUSE UT 84075	<b>INSURER A:</b> Hartford Underwriters Insurance Company	30104
	<b>INSURER B:</b> Hartford Casualty Insurance Company	29424
	<b>INSURER C:</b> Arch Insurance Company	11150
	<b>INSURER D:</b> Indian Harbor Insurance Company	36940
	<b>INSURER E:</b> Travelers Property Casualty Co of America	25674
	<b>INSURER F:</b> Hartford Fire Insurance Company	19682

**COVERAGES**                      **CERTIFICATE NUMBER:** 18603032                      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
F	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	N	N	37UENOL5795	5/3/2022	9/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	37 UENOL5264	9/30/2021	9/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	37XHUOL5265 UXP3000040-00	9/30/2021 9/30/2021	9/30/2022 9/30/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A	N	37WEOL6HA0	5/3/2022	5/3/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	CONTRACTORS POLL/ PROF LIAB. L/R EQUIPMENT	N	N	CEO742107502 QT-630-1J680867-TIL-21	9/30/2021 9/30/2021	9/30/2022 9/30/2022	EACH CLAIM \$5,000,000 AGG \$5,000,000 LIMIT: \$1,000,000 PER ITEM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 SORENSEN, CRAIG F. CONSTRUCTION, INC. WAS ADDED EFFECTIVE 5/3/2022.

### CERTIFICATE HOLDER

18603032  
 FLOCK SAFETY  
 ATTN: LEGAL  
 1170 HOWELL MILL RD, SUITE 210  
 ATLANTA GA 30318

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Joseph M. Agnello*

# flock safety

Exhibit "1"

Let's defeat crime together

# Your partner in fighting crime



Lyndi Gurevitch  
843.267.2010  
Lyndi.Gurevitch@flocksafety.com

Coral Springs



Coral Springs,

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 1500+ cities, with 1000+ law enforcement agencies across the country. We're seeing lower crime rates, kidnapping victims returned to their families unharmed, tens of millions of dollars in recovered stolen vehicles, illegal weapons taken off the streets, a renewed energy among detectives and patrol officers, and most importantly, communities that support their 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](https://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



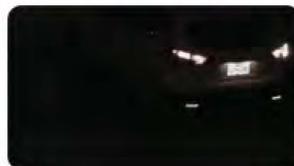
Temporary Plate



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)

# flock safety

Exhibit "1"

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# Product

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## 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



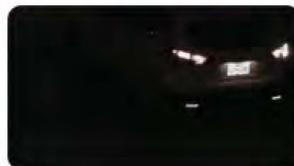
Temporary Plate



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)

**DRUG-FREE WORKPLACE CERTIFICATION**

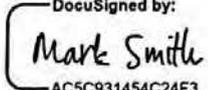
Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Flock Group Inc

**BUSINESS NAME**

DocuSigned by:  
  
 AC5C931454C24F3...

**PROVIDER'S SIGNATURE**

## 2. Firm Qualifications

This section of the proposal should give a description of the firm and how long you have been developing license plate readers (fixed and mobile).

- Date of incorporation - 3/1/2017 in GA, USA

Flock Safety is the first public safety operating system that powers 1,500 cities to capture objective evidence, make it actionable with machine learning, and deliver it directly into the hands that stop crime. We work with the whole community - neighborhoods, businesses, law enforcement, and elected officials - because it takes all of us working together to make an impact on crime.

NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_ )  
 )ss.  
 County of \_\_\_\_\_ )

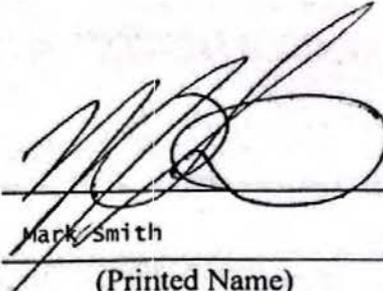
Mark Smith being first duly sworn, deposes and says  
 that:

- (1) He/she is the General Counsel, Secretary and Officer, (Owner, Partner, Officer, Representative or Agent) of Flock Group Inc, the Offeror that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

By:

  
\_\_\_\_\_  
Mark Smith  
\_\_\_\_\_  
(Printed Name)

General Counsel

\_\_\_\_\_  
(Title)

ACKNOWLEDGEMENT

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is personally known to me  
or who has produced \_\_\_\_\_ as identification and who did (did not) take an  
oath.

WITNESS my hand and official seal

\*Please See Attachment  
of Notarization  
and Seal\*

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned.)

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF SAN MATEO }

On July 11th, 2022 before me, Josephine Suen, Notary Public,

Date (here insert name and title of the officer)

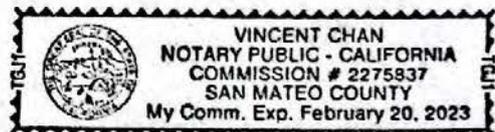
personally appeared Mark Antonio Smith

N/A

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature:  (Seal)

Description of Attached Document

Title or Type of Document: Non-Collusive Affidavit Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
  - \_\_\_\_(a) Maintaining, defending, or settling any proceeding.
  - \_\_\_\_(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - \_\_\_\_(c) Maintaining bank accounts.
  - \_\_\_\_(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
  - \_\_\_\_(e) Selling through independent contractors.
  - \_\_\_\_(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
  - \_\_\_\_(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - \_\_\_\_(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - \_\_\_\_(i) Transacting business in interstate commerce.
  - \_\_\_\_(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - \_\_\_\_(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - \_\_\_\_(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - \_\_\_\_(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust
- (II) \_\_\_\_\_ Sole Proprietorship or Self-Employed

**NOTE:** This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

Flock Group Inc

OFFEROR'S CORRECT LEGAL NAME

DocuSigned by:

*Mark Smith*

SIGNATURE OF AUTHORIZED AGENT OF OFFEROR

REQUEST FOR PROPOSAL NO. 22-C-211

**SUBMITTED TO:** City of Coral Springs  
Municipal Complex  
9500 West Sample Road  
Coral Springs, Florida 33065

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.
2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.
3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.
4. Offeror has given the Purchasing Agent written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Offeror.
5. **Price Proposal:**  
Submit your signed, firm, fixed, **itemized** pricing proposal for providing all equipment, software license, maintenance, support, services, materials, training, etc.
6. *The undersigned Offeror will extend the same prices, terms and conditions to other government agencies located in the State of Florida during the period covered by this contract and any extensions, if required.*             Yes             No
7. Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal:  
  
Addendum No.   1        Date June 9, 2022  
Addendum No.   2        Date June 27, 2022  
Addendum No.   3        Date July 1, 2022
8. The following documents are attached to and made as a condition to this Proposal:
  - (a) Proposal and Offeror's Certification
  - (b) Certified Resolution
  - (c) Qualifications Statement
  - (d) Non-Collusive Affidavit

- (e) Offeror's Foreign (Non-Florida) Corporate Statement.
- (f) References
- (g) Certificate(s) of Insurance
- (h) E-Verify Registration Certificate
- (i) Trade Secret Affidavit (if applicable)
- (j) Drug Free Workplace Certification
- (k) Certification Pursuant to Florida Statue 215.4725
- (l) Federal Contract Provisions (for information purposes only, will be included in the final agreement with awarded contractor)

9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

10. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.

11. The correct legal name of Offeror is: Flock Group Inc  
 Address: 1170 Howell Mill Road NW, Suite 210  
 City/State/Zip: Atlanta, GA 30318  
 Telephone No.: 866-901-1781 Fax No.: N/A  
 Email: legal@flocksafety.com  
 Social Security No. or Federal I.D. No.: 820594875

12. Communications concerning this Proposal shall be addressed to Lyndi Gurevitch at the following address:  
1003 W. Heritage Club Circle  
 Telephone No.: 866-901-1781 Fax No.: N/A  
 Email: Lyndi.gurevitch@flocksafety.com  
 Submitted on 7/12, 2022

OFFEROR'S CERTIFICATION

Exhibit "1"

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 11th day of July, 2022.

Flock Group Inc

Printed Name of Corporation

Delaware

Printed State of Incorporation

By: [Signature]

Signature of President or other authorized officer  
Mark Smith

Printed Name of President or other authorized officer

1170 Howell Mill Road NW

Address of Corporation

Atlanta, GA 30318

City/State/Zip

866-901-1781

Business Phone Number

(CORPORATE SEAL)

ATTEST:

By: [Signature]

Secretary

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 202\_\_\_\_, by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\*Please See Attachment  
of Notarization  
and Seal\*

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF SAN MATEO }

On July 11th, 2022 before me, Josephine Suen, Notary Public,  
Date (here insert name and title of the officer)

personally appeared Mark Antonio Smith

N/A

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: [Handwritten Signature] (Seal)

Description of Attached Document

Title or Type of Document: Request for Proposal Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

**QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs  
Purchasing Manager  
Municipal Complex  
ADDRESS: 9500 West Sample Road  
Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: Flock Group Inc

Corporation  
Partnership  
Individual  
Other

NAME Mark Smith

ADDRESS: 1170 Howell Mill Road NW  
Atlanta, GA 30318

TELEPHONE NO. 866-901-1781

FAX NO. N/A

E-MAIL ADDRESS: legal@flocksafety.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: Flock Group Inc

The address of the principal place of business is: 1170 Howell Mill Road NW, Suite 210, Atlanta, GA 30318

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: 2/23/2017
- b. State of Incorporation: Delaware
- c. President's name: Garrett Langley
- d. Vice President's name: \_\_\_\_\_
- e. Secretary's name: Mark Smith
- f. Treasurer's name: James LaCamp

g. Name and address of Resident Agent:

CORPORATION SERVICE COMPANY

251 LITTLE FALLS DRIVE

~~Wilmington, DE 19808~~

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: N/A

b. Name, address and ownership units of all partners:

N/A

c. State whether general or limited partnership: N/A

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

N/A

a. Under what other former names has your organization operated?

N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFP. Please attach certificate of competency and/or state registration.

FEIN/Federal TAX ID : 820594875  
DUNS # 085951311

8. Do you have a complete set of documents, including drawings and addenda?  
(Y) \_\_\_ (N) X

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

Scott Slavin 4800 W. Copans Rd. 954-973-6700  
(name) (address) (phone number)

Robert Pettit 4700 W. Midway Rd. 772-462-7300  
(name) (address) (phone number)

William Smith 1701 Barbados Rd. 561-964-1515  
(name) (address) (phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Flock works with 1200+ Law Enforcement Agencies  
in 42 states throughout the USA.

11. State the name of the individual who will have personal supervision of the work:

Lyndi Gurevitch, Neil Penirelli, Stephen Johnston

12. State the name and address of attorney, if any, for the business of the Offeror:

Mark Smith 1170 Howell Mill Road NW, Suite 210, Atlanta, GA 30318

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

Matrix Partners, 535 Mission Street, Suite 2600, San Francisco, CA 94105 - 15%

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. State the name of Surety Company which will be providing the bonds if any bonds are required by the Instructions to Proposers, and name and address of agent:

N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. List below and identify the address, telephone number, and capacity (inside and outside storage) of the Principal and any Subsidiary Compounds proposed for the contract.

FLOCK safety  
1170 Haven Mill Rd. NW Ste 210  
Atlanta, GA 30318  
\_\_\_\_\_  
\_\_\_\_\_

(Use additional sheets if necessary)

17. Lawsuits involving the entity submitting the response (Corporation, Partnership, LLC, or any other form of legal entity) or individuals with more than 10% of interest in the entity.

a. List all pending lawsuits:

None

\_\_\_\_\_  
\_\_\_\_\_

b. List all lawsuits which have been completed within the past five (5) years:

\_\_\_\_\_  
\_\_\_\_\_

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE

TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\*Please See Attachment  
of Notarization  
and Seal\*

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

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STATE OF CALIFORNIA }

COUNTY OF SAN MATEO }

On July 11th, 2022 before me, Josephine Suen, Notary Public,  
Date (here insert name and title of the officer)

personally appeared Mark Antonio Smith

N/A

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:  (Seal)



Description of Attached Document

Title or Type of Document: Qualification Statement Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

# flock safety

Created Date 7/12/2022 Expiration Date 9/30/2022  
 Quote Number 00002903  
 Prepared By Lyndi Gurevitch Contact Name Bea Slone  
 Phone 8432672010 Phone (954) 346-4419  
 Email lyndi.gurevitch@flocksafety.com Email bslone@coralsprings.org  
 Bill To Name FL - Coral Springs PD

Product	Description	List Price	Sales Price	Quantity	Total Price
Falcon Camera	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.	\$2,500.00	\$2,500.00	50.00	\$125,000.00
Flock Safety Advanced Search >50 Falcons	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).	\$5,000.00	\$5,000.00	1.00	\$5,000.00
Professional Services - Falcon, Standard Implementation	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.	\$350.00	\$350.00	50.00	\$17,500.00

Total Price \$147,500.00

Recurring Total \$130,000.00

REFERENCES

In order to receive RFP Award consideration on the proposed RFP, it is a requirement that the following "Information Sheet" be completed and returned with your proposal. This information may be used in determining the RFP Award for this contract.

OFFEROR (COMPANY NAME): Flock Group Inc.  
 ADDRESS: 1170 Howell Mill Rd. NW Ste. 210  
 TELEPHONE NO: (866) 901-1781  
 CONTACT PERSON: Lyndi Gurevitch TITLE: Territory Manager  
 NUMBER OF YEARS IN BUSINESS: 5 years  
 EMAIL: lyndi.gurevitch@flocksafety.com  
 ADDRESS OF NEAREST FACILITY: Flock Safety c/o Extra Space Storage  
12380 SW 8th St. Unit #1420 Miami, FL 33184

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE TWO (2) YEARS:

1. COMPANY NAME: Coconut Creek PD  
 ADDRESS: 4800 W. Copans Rd. Coconut Creek, FL 33063  
 TELEPHONE NO: (954) 973-6700  
 CONTACT PERSON: Scott Slavin TITLE: Lt.  
 EMAIL: sslavin@coconutcreek.net  
 DATE PRODUCTS/SERVICES PROVIDED: 9/2020 - present
2. COMPANY NAME: St. Lucie County Sheriff's Office  
 ADDRESS: 4700 W. Midway Rd. Fort Pierce, FL 34981  
 TELEPHONE NO: (888) 462-7300  
 CONTACT PERSON: Robert Pettit TITLE: Lt.  
 EMAIL: pettitr@stluciesheriff.com  
 DATE PRODUCTS/SERVICES PROVIDED: 9/2021 - present
3. COMPANY NAME: Lake Clarke Shores PD  
 ADDRESS: 1701 Barbados Rd. Lake Clarke Shores, FL 33466  
 TELEPHONE NO: (561) 964-1515  
 CONTACT PERSON: William Smith TITLE: Chief  
 EMAIL: WSMITH@lakeclarke.org  
 DATE PRODUCTS/SERVICES PROVIDED: 4/2021 - present

**TRADE SECRET AFFIDAVIT****(To be completed and submitted by vendor if providing company trade secrets with response)**STATE OF FLORIDA     )  
COUNTY OF BROWARD    )

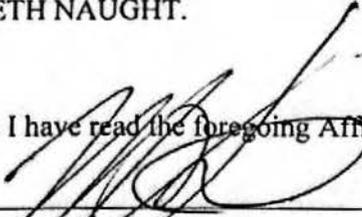
BEFORE ME, the undersigned authority, personally appeared Mark Smith who having been duly cautioned and sworn, upon oath deposes and states as follows:

1. My name is Mark Smith.
2. I work for Flock Group Inc (company) and my title is General Counsel.
3. I am authorized to submit this affidavit on behalf of Flock Group Inc (company).
4. I am authorized to bind Flock Group Inc (company)
5. Flock Group Inc (company) has submitted or will submit documentation to the City that are marked as trade secret and is a "trade secret" as defined in Sections 812.081 and 688.002, Florida Statutes and accordingly, per Section 815.045, Florida Statutes, is confidential and exempt from disclosure in accordance with Chapter 119, Florida Statutes and Section 24(a) of the Florida Constitution.
6. Flock Group Inc (company) acknowledges and understands that the City of Coral Springs will review the documents marked as trade secret and make an independent review of such documents of whether such records exemption or confidentiality claim is valid..
7. Flock Group Inc (company) claims trade secret to the specific information described as follows
  - a. Page N/A Description of Information: \_\_\_\_\_ Reason: \_\_\_\_\_
8. Flock Group Inc (company) agrees to hold harmless and indemnify the City of Coral Springs from any and all damages, claims, costs and/or attorneys fees

arising from or related to the City of Coral Springs claiming a public records exemption or confidentiality of document or any information marked as "trade secret" and identified in the paragraph(s) above.

9. FURTHER AFFIANT SAYETH NAUGHT.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and the facts stated in it are true:

  
\_\_\_\_\_  
Mark Smith (Name)

STATE OF FLORIDA  
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_.

\_\_\_\_\_  
(Notary Signature)

\*Please See Attachment  
of Notarization  
and Seal\*

\_\_\_\_\_  
(Print Notary Name)

Personally Known OR Produced Identification

Type of Identification Produced: \_\_\_\_\_



# 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 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 "**Advanced Search**" means the provision of Services, via the web interface using Flock's software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**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.

1.3 “**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.

1.4. “**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.

1.5. “**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.

1.6 “**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.

1.7 “**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.

1.8 “**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.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 "**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.

1.12 "**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.

1.13 "**Flock Safety Falcon™**" means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 "**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.

1.15 "**Flock Safety Sparrow™**" means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 "**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.

1.18 "**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.

1.19 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined below.

1.20 "**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.

1.21 “*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.

1.22 “*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.

1.23 “*Support Services*” means Monitoring Services, as defined in Section 2.10 below.

1.24 “*Usage Fee*” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “*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.

1.26 “*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.

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

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

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

1.30 “*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.

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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 (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble,

reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (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; or (e) any unauthorized access to Flock Services through Agency's account ("**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 Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that 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

equivalent to the cost upon execution of this Agreement; provided, however, that the Agency shall not be responsible for costs of any Reinstall that is due to the negligence of Flock. . 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. 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](mailto: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 **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 does not include any information that is a public record under Florida's public records laws without confidentiality or exemption. 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

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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 4.5. 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 **Software Product Fees.** For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30<sup>th</sup> day from Agency's receipt of the invoice. The invoice for the initial term for software products shall not be sent until after installation of hardware required to utilize the software product. For any Renewal Terms, Agency shall pay invoice on or before the 30<sup>th</sup> day from the Agency's receipt of renewal invoice.

5.1.2 **Hardware Product Fees.** For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30<sup>th</sup> day from date of Agency's receipt of the invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30<sup>th</sup> day following date of Agency's receipt of the invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30<sup>th</sup> day following date of Agency's 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 any Renewal Terms, Agency shall pay the total invoice on or before the 30<sup>th</sup> day from the date of renewal invoice.

5.2 **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 Agency's receipt of the 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 **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.

6.2 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.1, 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 **Insurance.** [Intentionally Omitted]

7.4 **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 \$1,000,000, 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 6.1 EXCEED \$1,000,000, 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 6.1 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.** [Intentionally Omitted]

## 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.** [Intentionally Omitted]

**9.4 Entire Agreement.** [Intentionally Omitted]

**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 of Florida. The Parties hereto agree that venue would be proper in the court of Broward County, Florida.

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.

## FEDERAL REQUIRED CONTRACT PROVISIONS

For purposes of this Addendum, the terms "Contractor" or "contractor" refer to the vendor that is a party to the attached contract or Purchase Order, Flock Group, Inc. The term "City" refers to the City of Coral Springs, Florida. The terms "Contract" and "Agreement," whether or not capitalized, mean the attached contract or Purchase Order as executed between, or issued and accepted by, respectively, Contractor and the City of which this Addendum is a part.

NOW, THEREFORE in consideration of the promises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree the following provisions are hereby incorporated into the Contract:

### I. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, without cause, by either party upon 30 calendar days' prior written notice to the other party. Upon such termination, the Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims, and as the sole right and remedy of the Contractor, the City shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. In the event of termination by the Contractor without cause, the following shall apply, as applicable: (1) all bonds shall remain fully in force to insure the City's ability to construct the project for the Contract amount; (2) the City shall have the right to, at its option, solicit bids for the completion of the unfinished portion of the work, or to negotiate with the number two bidder under the original bid; and (3) the Contractor and his surety shall be jointly and severally responsible for all costs over the original Contract amount incurred by the City in completion of the project, in addition to liquidated damages, construction costs, such costs may include engineering, advertising, and administrative expenses incurred with the solicitations of bids for the completion of the unfinished portion of the work. In the event of termination without cause by either party, the obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract.

### II. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

- A. Lack of funding. Lack of, or reduction in, funding or resources in which instance, the City shall provide the Contractor ten days' written notice of such termination or lack of funds;

- B. Non-Performance. The Contractor's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the City. Termination, in whole or in part under this Section may be made at the City's option and without prejudice to any other remedy to which the City may be entitled to at law or in equity, or elsewhere under this Contract, by giving 30 days' written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. The City shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are in noncompliance with the terms herein. At the City's sole discretion and with written notice by the City, the Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. The City will consider a reasonable time to be 30 calendar days to cure any problems and/or deficiencies with the Contractor's performance, such problems and/or deficiencies being determined by the City. Nothing herein, however, shall be construed as negating the basis for termination for nonperformance or shall in no way limit or waive the City's right to terminate this Contract under any other provisions herein.
- C. The Contractor's improper, misuse or inept performance of services under this Contract;
- D. The Contractor's failure to comply with the terms and provisions of this Contract;
- E. The Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
- F. In the City's sole discretion, if termination is necessary to protect the health and safety of residents;
- G. If the Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or
- H. The Contractor's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

In the event of termination, the City may take possession of the premises and all materials, tools, and appliances, thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due the City in completing the Project and for

reimbursement of damages incurred. The City may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the work. If the expense incurred by the City to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City's Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the City makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Contract in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

### III. CHANGES

Any changes to the scope of work, price, or schedule shall be made in writing and signed by an authorized representative of each party.

### IV. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the City may in its sole discretion:

- (i) elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;
- (ii) hire another contractor to perform the work and deduct any additional costs incurred by the City as a result of substituting contractors from any amounts due to Contractor; or
- (iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [APPLICABLE IF THE CONTRACT INVOLVES MECHANICS OR LABORERS; CONTRACTOR SHALL COMPLY WITH 40 U.S.C. §

3702 AND 40 U.S.C. § 3704, AS SUPPLEMENTED BY THE DEPARTMENT OF LABOR REGULATIONS]

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

VI. **EQUAL EMPLOYMENT OPPORTUNITY** [APPLICABLE IF THE CONTRACT IS FOR A FEDERALLY ASSISTED CONSTRUCTION CONTRACT AS DEFINED HEREIN]

*Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in

part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

*Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

If applicable, during the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City (the "applicant") further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

VII. **COMPLIANCE WITH DAVIS-BACON ACT** [WHERE APPLICABLE, REQUIRED FOR ALL PRIME CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

VIII. **COPELAND "ANTI-KICKBACK" ACT** [WHERE APPLICABLE, REQUIRED FOR ALL CONTRACTS FOR CONSTRUCTION OR REPAIR WORK ABOVE \$2,000 IN SITUATIONS WHERE THE DAVIS-BACON ACT ALSO APPLIES; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA, or other applicable federal agency, may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**IX. COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT [APPLICABLE IF THE CONTRACT IS IN EXCESS OF \$150,000]**

CLEAN AIR ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.

FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.

## **X. SUSPENSION AND DEBARMENT**

Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at [www.SAM.gov](http://www.SAM.gov).

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) (3) A signed certification regarding debarment, suspension, and other responsibility matters is attached hereto as Exhibit A. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

## **XI. BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18 and attached hereto as Exhibit B. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

## **XII. PROCUREMENT OF RECOVERED MATERIALS**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### **XIII. ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

- A. The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, or other applicable federal agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives, or other applicable federal agency, access to construction or other work sites pertaining to the work being completed under the Contract.
- D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator, or other applicable federal agency, or the Comptroller General of the United States.

### **XIV. DHS SEAL, LOGO AND FLAGS**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or other applicable federal agency pre-approval.

### **XV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance may be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**XVI. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, the Contractor, or any other party pertaining to any matter resulting from the Contract.

**XVII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

**XVIII. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. A list of labor surplus areas is available from the Department of Labor at <https://www.doleta.gov/programs/lisa.cfm>. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**City of Coral Springs, Florida**

By: 

Title: Mayer

Date: December 7, 2022

Flock Group, Inc.

By: Mark Smith  
Mark Smith (Nov 30, 2022 13:40 PST)

Title: General Counsel and Secretary

Date: Nov 30, 2022

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded

from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—  
LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Flock Group, Inc.

\_\_\_\_\_  
Mark Smith

\_\_\_\_\_  
Name

\_\_\_\_\_  
General Counsel and Secretary

\_\_\_\_\_  
Title

Mark Smith

Mark Smith (Nov 30, 2022 13:40 PST)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Nov 30, 2022

\_\_\_\_\_  
Date

Exhibit B

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**  
(to be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Flock Group, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Mark Smith  
Mark Smith (Nov 30, 2022 13:40 PST)

\_\_\_\_\_  
Flock Group, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
General Counsel and Secretary

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mark Smith

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

\_\_\_\_\_  
Nov 30, 2022

\_\_\_\_\_  
Date