

**CONTRACT BETWEEN THE CITY OF AUSTIN
And
GENERAL SALES ADMINISTRATION, INC.
For
VIGILANT SOLUTIONS AUTOMATIC LICENSE PLATE RECOGNITION SYSTEM**

CONTRACT NUMBER: MA 5600 GC160000008

This Contract is between General Sales Administration, Inc. having offices at 47 N. Dell Avenue, Suite 5, Kenvil, NJ 07847-2640 and the City, a home-rule municipality incorporated by the State of Texas. Solicitation requirements are met by using U.S. General Services Administration Contract No. GS-35F-0574X

1.1 This Contract is composed of the following documents:

- 1.1.1 GS-35F-0574X
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, General Sales Administration Offer
- 1.1.5 Exhibit C, Statement of Work
- 1.1.6 Exhibit D, Vigilant Solutions Enterprise Service Agreement
- 1.1.7 Exhibit E, Non-Discrimination Certification
- 1.1.8 Exhibit F, Non-Suspension or Debarment Certification

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 GS-35F-0574X
- 1.2.2 This Contract
- 1.2.3 Exhibit A
- 1.2.4 Exhibit B
- 1.2.5 Exhibit C
- 1.2.6 Exhibit D

1.3 Quantity. Quantity of goods or services as described in Exhibit B.

1.4 Term of Contract. The Contract will be in effect on the date executed by the City (Effective Date) and shall remain in effect for an initial term of 12 months and may be extended thereafter for up to 5 additional 12 month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee.

1.5 Compensation. The Contractor shall be paid a total not-to-exceed amount of \$350,000 for the initial Contract term, \$110,000 for extension option 1, \$110,000 for extension option 2, \$110,000 for extension option 3, \$110,000 for extension option 4, and \$110,000 for extension option 5, for a total contract amount not-to-exceed \$900,000.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

GENERAL SALES ADMINISTRATION, INC.

CITY OF AUSTIN

Printed Name of Authorized Person

Elisa Folco

Printed Name of Authorized Person

Signature

Signature

Title:

Corporate Contract Administrator

Title:

Date:

Date:

Exhibit Listing

Exhibit A	Supplemental Terms
Exhibit B	General Sales Administration Offer
Exhibit C	Statement of Work
Exhibit D	Vigilant Solutions Enterprise Service Agreement
Exhibit E	Non Discrimination Certification
Exhibit F	Non-Suspension or Debarment Certification

Exhibit A

Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Steve Markiewicz, Phone: 813-601-7200, Email: smarkiewicz@majorpolicesupply.com. The City's Contract Manager for the engagement shall be Whitney Sklar; Phone: 512-974-0792, Email: Whitney.Sklar@austintexas.gov.

2. **Invoices.**

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management (CTM)
Attention	Accounts Payable
Email Address	CTMAPInvoices@austintexas.gov

3. **Travel Expenses.**

All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

4. **Equal Opportunity**

4.1.1 Equal Employment Opportunity: No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit E. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

4.1.2 Americans With Disabilities Act (ADA) Compliance: No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

5.1.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, and examine any and all contract and billing documents ("Records") of the Contractor related to the Contract, provided that the Contractor receives fifteen (15) business days' written notice. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to

refund to the City any overpayments disclosed by any such audit. The audit is subject to the execution of a mutually agreeable Non-Disclosure Agreement and will take place at Contractor's corporate headquarters during normal business hours. The Office of the City Auditor or any of its duly authorized representatives shall abide by Contractor's security policies and procedures in effect at the time of said audit.

5.1.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

6. **Insurance:** The following insurance requirement applies.

6.1.1 **General Requirements**

6.1.1.1 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.2 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.3 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.4 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

6.1.1.5 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

6.1.1.6 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

6.1.1.7 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.8 If insurance policies are not written for amounts specified in Paragraph 6.1.2, Specific Coverage Requirements herein, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.9 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms,

conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.10 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.11 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.12 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.13 The Contractor shall provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

6.1.2.1.2 Contractor/Subcontracted Work.

6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

6.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

6.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage.

6.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage.

6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage.

6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage.

7. **Clarifications:**

7.1 **No Revenue:** The Contractor or their agents shall not generate any revenue utilizing the data obtained by the Austin Police Department in its use of the Automatic License Plate Recognition System.

7.2 **Investigation Only:** The Automated License Plate Reader (ALPR) system will be used as a tool to enhance patrol functions and assist with the collection and storage of data (license plates, dates, times, locations of vehicles and photographs of license plates and vehicles). The ALPR's main function will be to scan vehicle license plates and cross reference the license plate with information located on "hot lists". These "hot lists" include but are not limited to license plates that have been listed as stolen, B.O.L.O (be on the look-out), AMBER alerts, or wanted. The ALPR will also collect and store license plate data for future investigative records, analysis and dataset linking.

7.3 **No Warrant Round-ups:** The Automated License Plate Reader (ALPR) system will not be operated or used for any type of warrant round-up operations, or any operations focused on the collection of past due fees and/or fines.

7.4 **No Private/Non Law Enforcement Purposes:** The Automated License Plate Reader (ALPR) data is law enforcement information and will be used solely for law enforcement purposes. Any non-law enforcement usage of the data is strictly prohibited. Any misuse or inappropriate application of ALPR operations, information, data, or software is defined and addressed in the APD (Austin Police Department) policy.

7.5 **Expressed Written Approval (other Law Enforcement Agencies):** APD (Austin Police Department) collected ALPR (Automated License Plate Reader) data will not be shared with non-law enforcement entities and will only be shared with other law enforcement agencies upon the expressed written approval of APD. (see Exhibit D, VIII, DataSharing)

7.6 **Data Sole Property of APD:** All APD generated data shall remain the sole property of APD (see Exhibit D, IX, Ownership of LPR Data) and will be handled in accordance with APD retention policies. Should APD terminate this agreement with Contractor, a copy of all APD data will be created in a format agreeable to APD and provided to APD. After the copy is created all APD ALPR generated data will be deleted from the Contractor system (LEARN).

Exhibit B
General Sales Administration Offer



General Sales Administration

T/A Major Police Supply

Kenvil, NJ 07847

Phone (800) 666-4472 Fax (973) 584-5022



July 13, 2016

Whitney Sklar
IT Project Manager
City of Austin
1124 South IH-35 , Suite 300
Austin, TX 78704

REF: Quote for Vigilant Solutions LPR

We are pleased to provide you with this quote for phase two of your LPR deployment. This quote is based on GSA pricing under Schedule GS-35F-0574X. For those items listed as "open market items", we have applied GSA formula pricing for those products as well.

Key attributes of standard and optional Vigilant Solution's LPR platform of services:

- **LEARN LPR Analytic Software:** Provides a hosted and secure solution to eliminate service hardware and IT demands. LEARN is available to your entire agency under ILP.
- **Vigilant LPR Data Sharing:** Data sharing options allow you to participate in Vigilant's NVLS nationwide LPR sharing initiative with over 2 billion detections that are growing at 70 million a month.
- **Mobile Companion** application allows everyone in your agency to benefit from LPR data. Mobile Companion allows for scanning and querying of license plates, addition of Hot Plates, alert notifications, Mobile Hit Hunter and other exclusive analytics.

Equipment and Services

QTY	Part #	Equipment and Software Purchase Order #1	List Item Cost
4	CDM-3-455-RE	Mobile LPR 3-camera system with integrated processor: – Includes 3 Reaper cameras , 75mm, 50mm, 50mm. Wiring harness with ignition control, field installed GPS receiver, CarDetector Mobile LPR software	\$46,065.48
2	CDM-3-234-RE	Mobile LPR 3-camera system with integrated processor: – Includes 3 Reaper cameras , 25mm, 35mm, 50mm. Wiring harness with ignition control, field installed GPS receiver, CarDetector Mobile LPR software	\$23,032.74
5	CDM-3-334-RE	Mobile LPR 3-camera system with integrated processor: – Includes 3 Reaper cameras , 35mm, 35mm, 50mm. Wiring harness with ignition control, field installed GPS receiver, CarDetector Mobile LPR software	\$57,581.85
6	VSF-075-H-RE	Vigilant Fixed LPR Camera with Integrated Smart Processor: For fixed highway locations includes field installed J-Box, RAM mounting bracket, 75MM camera.	\$39,717.90
1	VSBSCSVC-03	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments: Priced per camera per year for up to 60 total camera units registered. Requires New/existing Enterprise Service Agreement. Based on 42 cameras	\$14,282.10
15	SSU-SYS-COM	Vigilant System Start Up & Commissioning of "in Field" LPR System: Includes system start up, configuration and commissioning of LPR system, Based on the number of cameras. Includes travel expenses.	\$11,561.70
6	VS-FX-UNI-POLE-WALL-BRKT	Fixed LPR Camera Bracket: For pole or wall mount of fixed cameras.	\$1,904.28
15	U-BASE-SET	High Impact Camera Mounts	\$3,931.05
1	VS-TRNG	Vigilant end user training for LPR systems. To include Administrative training and all mobile vehicle users on operation of the system and software.	\$1,088.16
1	VSPK-1SVC-03	Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments: Includes extended access to Vigilants "private data" via CarDetector	\$5,835.18

		Mobile Hit Hunter, unlimited access to Vigilants Mobile Companion LPR application for Smartphones. Priced per camera per year for 31-60 camera units. Based on 39 additional mobile unit cameras.	
		SubTotal -GSA Schedule Items	\$205,000.44

Open Market Items

QTY	Part #	Equipment and Software Purchase Order #1	List Item Cost
3	LPR-SPDTRL-WNC	Mobile LPR Trailer – 2 camera system: Includes camera control package, Windows 8.1 Pro License, custom built battery and equipment enclosure, 2 Mango DSP units, solid state micro PC, cradlepoint router/modem, programmable Led speed sign, solar panels, remote monitoring, 2 Raptor 3 cameras per trailer, shipping included.	\$118,050.00
7	GPS-MODULE	GPS module for Mobility kits.	\$665.00
16	REAPER-CAM-CBL	Reaper Camera Cable	\$3,482.08
2	NEMA-1	Vigilant Communication Box – NEMA 4 enclosure. Four camera Reaper communication box with cellular router. Includes power management and voltage protection. Requires agency supplied USB modem or SIM card. Vented 3R enclosure with fan for cooling.	\$6,347.60
1	CABLE-PWR-CIG-M	Mobile Cigarette Power Cable	INCL
7	TOMAR - BRACKETS	Custom SUV brackets for Tomar lightbars. Priced per pair of brackets.	\$5,600.00
9	PUSHBAR – BRACKETS	Custom brackets for Pushbar covert installation.	\$450.00
11	VS – INSTALL	Installation labor to install all mobile systems (11)	\$6,160.00
11	VS-SHP-01	Vigilant Shipping and Handling Charges. For each Mobile LPR sys. (11)	\$1,430.00
1	VS-SHP-02	Vigilant Shipping and Handling Charges. For 6 fixed cameras.	\$330.00
1	VS-PRO-MGMT	Vigilant Project Management – for additional training and project management of Phase Two	\$2,484.88
		TOTAL Open Market Items.	\$144,999.56

Summary – Phase Two

Item	Qty	Summary of Cost	List Item Cost
1	1	Vigilant Solutions equipment under GSA Contract GS-35F0574X	\$205,000.44

2	1	Open Market Items priced at GSA pricing formula	\$144,999.56
		Total	\$350,000.00

At the completion of the original 12 month contract, Major Police Supply recommends the following five (5) subsequent extension options in order to maintain and grow the initial LPR investment for the city of Austin:

Year	Recommended Equipment and Services	Maximum Yearly Cost
1	VSBCSVC-03 – Basic Service Package for Hosted LPR Deployment. VSPKISVC-03 – Optional Service Package, Mobile Companion application CDMS11HWW – Mobile hardware replacement warranty CDFS1HWW – Fixed hardware replacement warranty CDM3455RE – Mobile LPR 3 camera systems MPS-SUPPORT – Routine maintenance and support of existing LPR infrastructure.	\$110,000.00
2	VSBCSVC-03 – Basic Service Package for Hosted LPR Deployment. VSPKISVC-03 – Optional Service Package, Mobile Companion application CDMS11HWW – Mobile hardware replacement warranty CDFS1HWW – Fixed hardware replacement warranty CDM3455RE – Mobile LPR 3 camera systems MPS-SUPPORT – Routine maintenance and support of existing LPR infrastructure.	\$110,000.00
3	VSBCSVC-03 – Basic Service Package for Hosted LPR Deployment. VSPKISVC-03 – Optional Service Package, Mobile Companion application CDMS11HWW – Mobile hardware replacement warranty CDFS1HWW – Fixed hardware replacement warranty CDM3455RE – Mobile LPR 3 camera systems MPS-SUPPORT – Routine maintenance and support of existing LPR infrastructure.	\$110,000.00
4	VSBCSVC-03 – Basic Service Package for Hosted LPR Deployment. VSPKISVC-03 – Optional Service Package, Mobile Companion application CDMS11HWW – Mobile hardware replacement warranty CDFS1HWW – Fixed hardware replacement warranty CDM3455RE – Mobile LPR 3 camera systems MPS-SUPPORT – Routine maintenance and	\$110,000.00

	support of existing LPR infrastructure.	
5	VSBSVC-03 – Basic Service Package for Hosted LPR Deployment. VSPKISVC-03 – Optional Service Package, Mobile Companion application CDMS11HWW – Mobile hardware replacement warranty CDFS1HWW – Fixed hardware replacement warranty CDM3455RE – Mobile LPR 3 camera systems MPS-SUPPORT – Routine maintenance and support of existing LPR infrastructure.	\$110,000.00

If I can provide any additional information, please advise. We look forward to working with the City of Austin on this important project.

Best Regards,

Steve Markiewicz
Technology Sales Manager
Major Police Supply
Phone: 813-601-7200
Email: smarkiewicz@majorpolicesupply.com

Exhibit C
Statement of Work

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1. INTRODUCTION

1.1 Project Objective

The objective of this project is to implement a highly secured, turn-key Automatic License Plate Reader (ALPR), also known as LPR, solution that provides officers with the ability to capture and respond to data from automatic license plate readers mounted in vehicles, mounted on portable trailers and fixed mounted in various city locations. A successful ALPR system will meet all of the requirements outlined in this proposal, be scalable for future expansion and integrate seamlessly with hosted data sources and the City of Austin's (City's) existing state, national and local databases of stolen vehicles and vehicles of interest data.

1.2 Business Goals

- 1.2.1 Reduce auto thefts and related crimes involving vehicles;
- 1.2.2 Increase auto theft vehicle recovery rates;
- 1.2.3 Increase the apprehension of suspects for auto thefts, burglaries and any other crimes involving a vehicle;
- 1.2.4 Increase the solvability of crimes involving a vehicle;
- 1.2.5 Reduce the overall cost to citizens through the reduction of insurance costs associated with vehicle related crimes, property recovery, and prosecution;
- 1.2.6 Increase investigative leads to reduce auto thefts and vehicles used in gateway crimes (i.e. robbery, burglary of residence, etc.); and
- 1.2.7 Reduce insurance loss.

2. PROJECT SCOPE

2.1 Summary

The Contractor shall provide services and products necessary to implement an easy-to-use, intuitive ALPR system that meets the business objectives and includes:

- 2.1.1 Project management
- 2.1.2 Software licensing and configuration
- 2.1.3 Hardware
- 2.1.4 Installation, if applicable
- 2.1.5 Production environment
- 2.1.6 Solution customization and configuration
- 2.1.7 Technical design documentation
- 2.1.8 Integration with City systems, as appropriate
- 2.1.9 Performance testing and tuning
- 2.1.10 Defect resolution
- 2.1.11 Implementation and stabilization
- 2.1.12 Maintenance and support
- 2.1.13 Training
- 2.1.14 Knowledge transfer
- 2.1.15 Product documentation
- 2.1.16 Disaster recovery plan
- 2.1.17 Archiving and records retention procedures
- 2.1.18 Change management processes
- 2.1.19 Reporting capabilities

The Contractor shall provide the cost associated with a fully functional, hosted solution.

2.2 Contractor's Responsibilities

The Contractor shall be responsible for all actual installation, set-up, configuration, and testing of the solution to meet the needs of the City's functional and technical requirements. The Contractor shall also provide the Contractor-specific certification program for software installation for specified COA employees.

The Contractor will be required to include the initial Proof of Concept equipment as a part of the full implementation with regards to licensing, support and maintenance.

The Contractor shall be responsible for supplying all needed cameras and supporting equipment, providing final alignment, adjustment, activation, and testing of the cameras, and equipment in selected vehicles (this may not be all vehicles depending on the availability of the COA wireless shop), all portable trailers and all fix mounted equipment.

The Contractor shall be responsible for designing, configuring, constructing and testing all interfaces between systems.

The Contractor shall:

- 2.2.1 Provide complete equipment description, design, function and technical specifications being proposed for usage.
- 2.2.2 Submit clearly defined payment milestones with associated deliverables and acceptance criteria for each. The statement of work shall be approved and signed by the City of Austin project sponsor prior to beginning the system implementation.
- 2.2.3 Install all hardware and software necessary to support design, configuration, and testing.

Please note: Contractor personnel (all primary and subcontractors) that will be responsible for installing the software and/or hardware shall have the appropriate certifications (as required by federal, state and local law) and pass an APD Criminal Background Investigation (CBI). In addition, the Contractor will be required to sign the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum Certification and Texas Signatory Page, which will be provided by the City of Austin.
- 2.2.4 Provide a project manager that will report to the designated project manager of the City of Austin. The Contractor's project manager shall be the point of contact for all communication with the system provider and be responsible for updating/communicating scheduling issues, change requests and risk assessments.
- 2.2.5 Develop and maintain a project schedule for the duration of the project. The schedule shall be submitted with the statement of work and shall be approved by the City of Austin project manager. The schedule will include detailed steps of the project through post go-live support. Milestones and project risks should be outlined in the schedule.
- 2.2.6 Provide all solution documentation including hardware manuals, installation and troubleshooting guides and hardware user guides for the equipment that will be purchased.
- 2.2.7 Provide (or certify that) the necessary documentation (exists), through security documents and topology diagrams that will be required to maintain State and Federal Criminal Justice Information System (CJIS) approval.
- 2.2.8 Recommend and perform performance tuning of databases, application servers, web servers, and other software and devices deployed as part of the proposed solution. This includes batch and online software tuning, as well as data conversion software tuning,

upgrade script tuning, server tuning, database tuning, and any tuning required as a result of load and stress test results or deployment methodology.

- 2.2.9 Provide advanced notice, as applicable, for any system maintenance that will cause any disruption on the system.
- 2.2.10 Conduct unit, system, integration, performance, security, disaster recovery and regression testing. Take corrective actions on problems identified during testing.
- 2.2.11 Provide train-the-trainer instruction and training materials that can be adapted and included in the APD training system, including the following:
 - 2.2.11.1 Training manual and quick reference card
 - 2.2.11.2 Introduction to the new hardware and software
 - 2.2.11.3 Everyday use of the system
 - 2.2.11.4 Administrator training
 - 2.2.11.5 Equipment installation training
- 2.2.12 Provide comprehensive post-implementation support, including any recommendations for system stabilization, for a period of ninety (90) days after go-live.
- 2.2.13 Rectify any deficiencies noted by the Communications and Technology Management (CTM) Information Technology (IT) security department.
- 2.2.14 Once the ALPR system has commenced, the system shall meet the following service levels and requirements:
 - 2.2.14.1 Provide patches and support for updated web browsers versions within 30 days of new releases of the browsers. At minimum, the Contractor shall support Internet Explorer, Firefox and Chrome.
 - 2.2.14.2 Provide the ability to support 256-bit Secure Sockets Layer (SSL) or higher or Transport Layer Security (TLS), between the client browser and all application modules.
 - 2.2.14.3 Provide encryption capability for application data exchanged between the front-end user system and the back-end servers, including encrypted authentication. (Reference CJIS Section 5.10.1.2)
 - 2.2.14.4 Provide protection against unauthorized access to data by persons and other software programs.
 - 2.2.14.5 Provide the option to use the Security Assertion Markup Language (SAML) 2.0 or Microsoft Active Directory Federation Services (ADFS) support as the

foundation for enterprise-wide identity and authentication management within 6 months of contract approval.

- 2.2.14.6 Provide Optical Character Recognition (OCR) updates and/or revisions to address changes in the State's license plate population during the term of the maintenance agreement.
- 2.2.14.7 Provide warranty and maintenance on hardware and software for one (1) year under this contract.
- 2.2.14.8 Provide assurance that the retention policy is adhered to and enforced.
- 2.2.14.9 Provide information on new features and product roadmaps
- 2.2.14.10 Provide release notes and details on upgrades requiring change management for administrators or end users.
- 2.2.14.11 Remove and return all City (APD) data (in a mutually agreed upon format) that has been collected, if the system is deemed to not meet needs.
- 2.2.14.12 Provide services to the City and its end users solely from data centers in the United States.
- 2.2.14.13 Provide the ability to import or export data in part or in entirety at the City's discretion without interference from the Contractor. This includes the ability to import or export data to/from other service providers.
- 2.2.14.14 Provide for an independent audit of its data centers at its expense, and provide a redacted version of the audit report upon request. The service provider may remove proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report (or approved equivalent) sets the minimum level of a third-party audit.
- 2.2.14.15 Provide Technical and Hardware Support as outlined below:

The Contractor will provide on-site training for City of Austin wireless shop employees pertaining to the troubleshooting and maintenance of software and hardware.

The support procedure for items needing additional help are as follows:

2.2.14.15.1 Tier 1 support

Tier 1 support is a general inquiry about the operation of hardware or software that does not necessarily require technical assistance, but rather a written or verbal answer.

- 2.2.14.15.1.1 The City may submit an email for support to support@vigilantsolutions.com
- 2.2.14.15.1.2 The City will receive an acknowledgement email from the Contractor
- 2.2.14.15.1.3 The City may place a call to 925-398-2079 to request a support engineer
- 2.2.14.15.1.4 The Contractor shall respond to all support inquiries within 24 hours and during normal hours

2.2.14.15.2 Tier 2 support

Tier 2 support is a request for remote technical assistance to diagnose a software or hardware issue that the City is unable to pinpoint based upon their training and experience. Tier 2 may require a support engineer to have remote access granted to the laptop via a Team Viewer session to facilitate troubleshooting.

- 2.2.14.15.2.1 The City may submit an email for support to support@vigilantsolutions.com
- 2.2.14.15.2.2 The City will receive and acknowledgement email from the Contractor
- 2.2.14.15.2.3 The City may place a call to 925-398-2079 to request a support engineer
- 2.2.14.15.2.4 The Contractor shall respond to all support inquiries within 24 hours and during normal business hour
- 2.2.14.15.2.5 If needed, a Team Viewer session by a support engineer will be facilitated

- 2.2.14.15.2.6 If a hardware failure is diagnosed, standard RMA procedures via the Contractor's website will apply
- 2.2.14.15.2.7 RMA is submitted via the support tab at www.vignaltsolutions.com
- 2.2.14.15.2.8 RMA is reviewed for warranty and approval
- 2.2.14.15.2.9 New equipment is shipped, if approved
- 2.2.14.15.2.10 Defective equipment is returned in the packaging supplied, along with a return shipment label

2.2.14.15.3 Tier 3 support

Tier 3 support is a catastrophic event that is unable to be diagnosed or repaired via Tier 1 and Tier 2 support. Tier 3 support may require an on-site visit by a certified distribution partner or Contractor employee.

- 2.2.14.15.3.1 All previous methods will be exhausted prior to requesting Tier 3 support
- 2.2.14.15.3.2 Request for on-site support may require advanced notice and scheduling
- 2.2.14.15.3.3 On-site support may be billed on a time and materials basis, to be agreed upon by the City of Austin and Contractor prior to authorizing the on-site visit
- 2.2.14.15.3.4 Tier 3 support requires the authorization of Contractor's support engineers and the Regional Manager for the territory

2.3 City of Austin's Responsibilities

The City's personnel will be responsible for connecting the Contractor to appropriate resources within the various City departments in order to implement the solution. The City's project team will be comprised of a project manager, as well as technical and functional resources from the City's Communications and Technology Department (CTM), Wireless Communication Services Division, Austin Police Technology Unit (PTU), APD's Auto Theft division and other individual departments as necessary.

The City will provide the following:

- 2.3.1 Project prioritization and scheduling with the Contractor's project manager.
- 2.3.2 Access to office sites during normal business hours, based on approved CBI and formal badging process.
- 2.3.3 Related documentation and/or access to appropriate technical resources.
- 2.3.4 Issue identification, prioritization, and communication to Contractor support staff.
- 2.3.5 Scheduling and coordinating of regular project team meetings and work sessions, as needed.
- 2.3.6 Mechanical shop space for Contractor project management or technical resource staff when onsite, if needed. (Contractor is responsible for providing required tools and equipment.)
- 2.3.7 Facilities for all meetings, work sessions, and training classes, including any necessary audio-visual equipment.
- 2.3.8 Conduct acceptance testing.
- 2.3.9 Review and approval of milestones, deliverables, status reports and invoices.

Exhibit D

Vigilant Solutions Enterprise Service Agreement



Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this _____ Day of _____, 2016 by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant") and _____, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at _____ ("Affiliate").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

"CLK" or "Camera License Key" means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software (one CLK per camera) to be used with other Vigilant LPR hardware components and Software Products.

"Effective Date" means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

"Software Products" means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices.

"Enterprise License" means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, without quantity or limitation. This Enterprise Service Agreement allows Affiliate to install the Software Products on an unlimited number of devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

"User License" means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, limited to a single licensee.

"Service Package" means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.



“Service Fee” means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

“Service Period” has the meaning set forth in Section III (A) of this Agreement.

“Technical Support Agents” means Affiliate’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate’s Software Products support contact.

“LEA LPR Data” refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA’s retention policy.

“Private LPR Data” refers to LPR data collected by private commercial sources and available on LEARN with a paid subscription.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section VIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date without any further penalty or liability to Affiliate. Also see section IX. Ownership of LPR Data.



C. **Vigilant Termination.** Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant's termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. **Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.**

A. **Warranty and Disclaimer.** Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the lesser of the term of this Agreement (the "Warranty Period") or one year. "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant; however, if the products are covered by the vendor or manufacturer's warranty, Vigilant agrees to transfer or otherwise work with Affiliate to recover under such warranty. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. **Infringement Protection.** If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. **Use of Software Products Interface.** Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.



V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Vigilant shall respond as soon as reasonably possible and in any event no later than twenty-four hours. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant Solutions and remain the property of Vigilant Solutions. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant Solutions retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant Solutions represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing.

If Affiliate is a generator as well as a consumer of LPR Data, Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data generated by the Affiliate without the permission of the Affiliate.

IX. Ownership of LPR Data.

Vigilant retains all title and rights to Private LPR Data. Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created in an agreeable format and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN when requested in the termination notification.



X. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1):

Please 'Check'
One (1) Option

Service Package - Basic LPR Service Package:

☐

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

Service Package - Option # 1 – Standard LPR Service Package:

☒

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant's LPR Mobile Companion smartphone application

Service Package - Option # 2 – 'Intelligence Led Policing (ILP)' Service Package:

☐

- All Service Package Option # 1 benefits
- Mobile or Fixed LPR hardware up to level of Tier (choice of either fixed or mobile packages, details in Exhibit A)
 - ☐ Reaper Cameras
 - ☐ Raptor 3 Cameras
- Use of Vigilant Facial Recognition technologies up to level of Tier (details in Exhibit A)
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1 up to 50 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 700 sworn officers, Tier 4 up to 2,000 sworn officers as well as Fusion Centers)
- States, Federal Agencies and Departments with greater than 2,000 sworn fall under a, "Custom" Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK's at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:



Annual Service Fee Schedule (multiplied by number of CLK's Issued)					
Total # of CLK's under this ESA	0-14 CLK's	15-30 CLK's	31-60 CLK's	Over 60	
Basic Service	\$500.00	\$425.00	\$375.00	\$250.00	
Standard (Option # 1)	\$725.00	\$615.00	\$540.00	\$365.00	
ILP Subscriber CLK Renewal Fees	\$500.00	\$425.00	\$375.00	\$250.00	
Annual Service Fee Schedule for Intelligence-Led Policing (ILP) Service Package					
Tier	Reaper	Raptor 3			
ILP Tier 1 (Option # 2)	\$10,630	\$12,500			
ILP Tier 2 (Option # 2)	\$25,260	\$29,500			
ILP Tier 3 (Option # 2)	\$60,390	\$69,500			
ILP Tier 4 (Option #2)	\$120,650	\$129,500			
Annual Service Fee Schedule for Image Enrollment					
# of Images	Up to 250,000	250,001 to 500,000	500,001 to 1 Million	Over 1 Million	
Per Image Fee	\$0.30	\$0.25	\$0.18	\$0.15	

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

C. **Advanced Service Fee Payments.** Vigilant Solutions will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant Solutions, advanced payments to Vigilant Solutions will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. **Price Adjustment.** Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than the greater of (i) 4% of the prior Service Period's Service Fees, (ii) the published rate of inflation in the United States for the prior year then ended, or (iii) prices identified in the original proposal. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate ninety (90) days advance written notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.



XI. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT SOLUTIONS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT SOLUTIONS FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant Solutions and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant Solutions.

C. Assignment. Neither Vigilant Solutions nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Texas without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant Solutions and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.



I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant Solutions, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Vigilant Solutions, LLC Attn: Sales Administration 2021 Las Positas Court - Suite # 101 Livermore, CA 94551	Affiliate: _____ Attn: _____ Address: _____ _____
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M. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Director, Global Sales Operations

Date: _____

Signature: _____

Affiliate Organization: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____



Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:			
Company / Agency Type:			
Address:			
Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

Part #	Item Description
VS-ILP-1M-RE / VS-ILP-1M-R3	ILP Mobile Bundle for Agencies of Up to 50 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to private LPR data - One (1) 2-camera mobile LPR system - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images
VS-ILP-1F-RE / VS-ILP-1F-R3	ILP Fixed Bundle for Agencies of Up to 50 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to private LPR data - Two (2) fixed camera LPR systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images
VS-ILP-2M-RE / VS-ILP-2M-R3	ILP Mobile Bundle for Agencies of 51 to 200 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to private LPR data - Two (2) 2-camera mobile LPR system - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 20,000 images
VS-ILP-2F-RE / VS-ILP-2F-R3	ILP Fixed Bundle for Agencies of 51 to 200 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to private LPR data - Four (4) fixed camera LPR systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 20,000 images



VS-ILP-3M-RE / VS-ILP-3M-R3	ILP Mobile Bundle for Agencies of 201 to 700 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to private LPR data - Four (4) 2-camera mobile LPR system - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 50,000 images
VS-ILP-3F-RE / VS-ILP-3F-R3	ILP Fixed Bundle for Agencies of 201 to 700 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to private LPR data - Eight (8) fixed camera LPR systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 50,000 images
VS-ILP-4M-RE / VS-ILP-4M-R3	ILP Mobile Bundle for Fusion Centers and Agencies of 701 to 2000 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to private LPR data - Five (5) 2-camera mobile LPR system - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 100,000 images
VS-ILP-4F-RE / VS-ILP-4F-R3	ILP Fixed Bundle for Fusion Centers and Agencies of 701 to 2000 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to private LPR data - Ten (10) fixed camera LPR systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 100,000 images

Exhibit E
Non Discrimination Certification

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR _____
Authorized
Signature _____

Title _____

Exhibit F
Non-Suspension or Debarment Certification

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Signature of Officer or
Authorized
Representative: Date:

Printed Name:

Title
