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CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR

THIS CONTRACT FOR SPECIAL SERVICES ("Contract") is entered into by and between the County of San Luis Obispo (hereinafter "County" or "Customer") and Flock Group Inc. (hereinafter "Flock" or "Contractor"), collectively referred to as "the Parties" or individually as "Party".

RECITALS

WHEREAS, the County of San Luis Obispo has need for special services in the form of license plate recognition, video solution, and gunshot detection systems ; and

WHEREAS, Contractor provides software and hardware situational awareness solutions through its technology platform, which is capable of capturing audio, video, image and recording data to assist in the detection, prevention, evidence gathering, and prosecution of crime; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform the requisite special services;

NOW THEREFORE, the parties mutually agree as follows:

TERMS AND CONDITIONS

1. **Contract Exhibits.** This contract includes the following exhibits:

Exhibit A – Scope of Services
Exhibit B – Special Provision (Flock's Master Service Agreement provisions)
Exhibit C -- Flock Safety Order Form
Exhibit D – Insurance Provisions
Exhibit E – Federal Requirements (which includes Appendices 1 and 2)

2. **Scope of Services.** Contractor shall provide to the County license plate recognition, video solution, and gunshot detection systems, more fully described in the Scope of Work, attached hereto as Exhibit A.

3. **Term of Contract**. This Contract shall commence on the day the Contractor's hardware is first validated ('the Effective Date"), for an initial term of two (2) years, unless terminated earlier or extended as provided in this Contract. This term will be extended automatically for three (3) additional one-year terms each under the same terms and conditions, unless either party gives the other notice of non-renewal in writing (30) days prior to the expiration of the then existing term.

4. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, at the rates specified in Exhibit C ("Flock Safety Order Form"), within thirty (30) days after the receipt of an itemized statement from Contractor as required by paragraph 4 of this Contract, which services and invoices have been previously approved by an appropriate representative of the County department for whom Contractor is directly working. All travel and lodging

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claims will be reimbursed according to the rates and terms of the County Travel Policy located at:

5. **Invoicing.** Contractor shall submit to the County, on a detailed statement of services performed, including itemization of the services rendered during the billing period for the amount billed. The statement shall include the purchase order number (if any), and an itemized statement containing a description of the work and dates Contractor performed the work. If, due to either an issue with the charges on an invoice or the Contractor's failure to perform its obligations under this Contract, the County disputes any charge(s) on an invoice, the County may withhold the disputed amount, provided that (a) there is a reasonable basis for the dispute, and (b) the County delivers a written statement to Contractor within ten (10) days of the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by the County.

6. **Non-Exclusivity.** Nothing in this Contract is intended or shall be construed as creating any exclusive arrangement between the County and Contractor. This Contract shall not restrict the County or any of its departments from acquiring similar, equal or like goods and/or services from other entities or sources.

7. **Termination.**

a. **For Cause.** If Contractor (1) fails to perform Contractor's duties to the satisfaction of the County, or (2) fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or (3) violates any of the terms or provisions of this Contract, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice to the Contractor. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed and accepted by the County prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability, if any, shall not exceed the amount payable to Contractor under this Contract.

b. **For Non-Appropriation.** County's obligation to pay any amounts due for those fiscal periods succeeding the current fiscal period are contingent upon appropriation or approval of funds for that purpose. If such funds become unavailable, then County may elect to terminate this Contract by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

c. **Termination for Convenience.** Notwithstanding anything to the contrary herein (including any Exhibit to this Contract), in the event federal funds are utilized to pay for the Services hereunder, County may terminate this Contract by providing sixty (60) days written notice to Contractor. Provided however, in the event the County terminates this Contract in Year 1 or Year 2, the Parties agree that the Contractor shall stop work immediately and shall be entitled to full compensation for the remaining amounts due through Year 2 of the Contract.

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8. **Suspension of Performance.** Independent of any right to terminate this Contract, the authorized representative of the County department or agency for which Contractor's services are to be performed, may immediately suspend performance by Contractor, in whole or in part, in response to exigent health, safety or financial circumstances, or a failure or refusal by Contractor to comply with the provisions of this Contract, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

9. **Nondiscrimination.** Contractor agrees that it will abide by all applicable federal, state, and local laws, rules and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; California Fair Employment and Housing Act; and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, age, color, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, national origin, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, hiring, employment, utilization, promotion, playoff, rates of pay or other forms of compensation. Contractor shall not discriminate in providing the goods or services under this Contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or other category protected under the law. If County finds that any of these provisions have been violated, such violation shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contact. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of a violation shall constitute a finding by County of such violation.

10. **Assignment, Delegation or Subcontracting of Contract**. Contractor shall not assign any of Contractor's rights, delegate any of Contractor's duties, or subcontract any portion of Contractor's obligations under this Contract without the prior written consent of the County, except as otherwise provided in the Special Provisions – Flock's Master Service Agreement, attached hereto as Exhibit B. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under this Contract. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County. If subcontracting is approved by the County or is otherwise provided for in Exhibit B, Contractor shall remain primarily liable for all of its obligations under the Contract. Contractor is responsible for payment to subcontractors and must monitor, evaluate, and account for the subcontractor(s) services and operations. Notwithstanding the foregoing, Flock may assign this Contract, without County's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11. **Authority of Contractor**. If Contractor is a corporation or a limited liability company and is performing services within California, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation or limited liability company in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation or limited liability company in good standing in the state of incorporation or organization and authorized to transact business in the State of California and have an agent for service of process in California. Contractor warrants that it has full power and authority to enter into and perform this

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Contract, and the person(s) signing this Contract warrant that he or she has been properly authorized and empowered to enter into this Contract.

12. **Governing Law and Venue**. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract. The parties will submit to the jurisdiction of the Superior Court of the County of San Luis Obispo, notwithstanding Code of Civil Procedure section 394, as may be amended from time to time.

11. **Independent Contractor Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent contractor. Nothing in this Contract is intended or shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise direction or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards, regulations and Contract terms governing such services. Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

12. **Warranty of Contractor.** Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services under this Contract. Contractor further agrees that it shall keep in full force and effect during the entire term of this Contract, all permits, registrations, and licenses, if required by law or contract, to accomplish the work specified herein, and shall otherwise comply with all applicable local, state and federal laws, regulations, policies and ordinances and associated record retention schedules, and respond to any subpoena request(s). \

13. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of this Contract to the extent caused by the negligent performance or attempted performance or the provisions hereof, including any willful or negligent act or omission to act on the part of the Contractor or his agents or employees or independent contractors. This indemnity will not extend to any claims or losses arising out of the negligence or willful misconduct of the County.

14. **Insurance.** Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth in Exhibit D.

15. **Records.** Contractor shall keep complete and accurate records of the services performed under this Contract. The Contractor shall allow the County Auditor to inspect and audit any and all books, and records maintained by Contractor and subcontractors pertaining to the services under this Contract at any reasonable time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records and books of account. Upon request, at any time during the period of this

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Contract, and for a period of three years thereafter, the Contractor shall furnish any such record, or copy thereof, to the County Auditor.

16. **Audit Rights.** Pursuant to Government Code section 8546.7, every contract involving the expenditure of public funds in excess of $10,000 is subject to examination and audit of the State auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the Contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit. County shall advise Contractor if it becomes aware of such audit at least fourteen (14) days prior to the commencement of the audit. All payments made under this Contract shall be subject to an audit at County's option and shall be adjusted in accordance with said audit. The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. This provision is in addition to any other inspection and access rights set forth in this Contract.

17. **Accounting.** Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County. The Handbook is available at http://www.slocounty.ca.gov/AC/, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo, California, 93408.

18. **Cost Disclosure - Documents and Written Reports**. Pursuant to Government Code section 7550, if the total cost of this Contract is over Five Thousand Dollars ($5,000), the Contractor shall include in all documents and in all written reports falling within section 7550, a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

19. **Copyright.** Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and shall not be subject to an application for copyright by or on behalf of Contractor.

20. **Findings Confidential.** No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract shall be made available to any individual or organization by Contractor without the prior written approval of County.

21. **Equipment and Supplies.** Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract, except as otherwise provided in Exhibit _B___ (Flock's Master Service Agreement).

22. **Confidential Information.** For the purpose of this Contract, "Confidential Information" shall mean information or material proprietary to the County or designated as "Confidential Information" by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, but is not limited to, the following types of information or other information of a similar nature (whether or not reduced to writing):

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Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information.

Contractor shall not, without prior written authorization from the County, acquire, use or copy, in whole or in part, any Confidential Information. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who (1) have executed a confidentiality agreement with the County, (2) have a need to know such Confidential Information to perform the services hereunder, and (3) who have been authorized by County to receive such Confidential Information. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of County. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to ensure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under the Confidentiality Agreement executed concurrently with this Contract.

The provisions of this section shall survive the expiration or termination of this Contract. Contractor shall protect the Confidential Information from unauthorized use, access or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature. Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Contract in that monetary damages would be inadequate to compensate the County for such a breach. The parties agree that in such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

23. **Conflict of Interest**. Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.

24. **Time is of the Essence.** Time is of the essence in the delivery of the goods and/or services by Contractor under this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples, or descriptions, or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods or services shall not bind County to accept future goods and services.

25. **Waiver**. The acceptance by County of late or partial performance of any goods or services with or without objection or reservation shall not waive the right to claim damage for such breach and shall not constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

26. **Enforceability.** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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27. **Entire Agreement and Modification**. This Contract, including all exhibits attached hereto and Flock's reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), constitutes the entire understanding of the parties and supersedes all previous contracts between the parties related to the serves and/or goods which are the subject of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others. This Contract may be executed via facsimile or pdf e-mail, and in any number of counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.

28. **Purchase Orders.** None of Customer's purchase orders, authorizations or similar documents will alter the terms set forth in this Contract and its Exhibits, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to the terms and conditions set forth in this Contract and will not alter the rights and obligations under the Contract, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by the Parties. County agrees that its purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Contractor with respect to future functionality or feature.

29. **Notices.** Any notice required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent by first class mail, posted prepaid, through the United States Postal Service, to the County at:

Sheriff's Office
Attn: Vahram Havandjian
1585 Kansas Avenue
San Luis Obispo, CA 93405
Email: vhavandjian@co.slo.ca.us

and to the Contractor:

[redacted]
Email: legal@flocksafety.com

or given by personal delivery. Mailed notices shall be deemed to have been given, delivered and received three (3) business days after the date of such notice or other communication is posted by the United States Postal Service.

(END OF CONTRACT TERMS)

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IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

COUNTY OF SAN LUIS OBISPO

Signed by:
By: Landon St. James
DBC60D6B7091474...
Landon St. James

Purchasing Agent

Dated: 6/19/2025

APPROVED AS TO FORM AND LEGAL EFFECT:

JON ANSOLABEHERE
County Counsel

DocuSigned by:
By: Ann Duggan
EF28AB1D0CEF449...
Ann Duggan

Deputy County Counsel

Dated: 6/18/2025

FLOCK SYSTEMS, INC.

Signed by:
By: Mark Smith
AC5C931454C24F3...

Mark Smith
Print Name

General Counsel
Print Officer's Title

Dated: 6/18/2025

Signed by:
By: [signature]
4290ED2A7F2342A...

Mike Molina
Print Name

VP, Legal
Print Officer's Title

Dated: 6/18/2025

*Two signatures of corporate officers required for contracts with corporations or limited liability companies

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EXHIBIT A SCOPE OF WORK

REQUEST FOR PROPOSAL - #1855

Automated License Plate Recognition

NOTICE - The data on page 5 of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.



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flock safety

County of San Luis Obispo,

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

We started Flock Safety in 2017 as concerned citizens applying our skills in electrical engineering and software development to help our neighborhoods solve property crime. Since that time, we have partnered with sheriffs, chiefs of police, command staff, city councils, business leaders, schools and universities, and other concerned neighbors – like ourselves – from all across the country.

There is a strong desire from all stakeholders in our communities to work together to eliminate crime. I believe that with the right technology, hard-working officers, and transparent community engagement we can make a serious impact on crime.

Our approach is working across the country today – in thousands of cities across 47 states in partnership with thousands of law enforcement agencies. We're seeing communities using Flock Safety's technology to reduce their crime rates; return kidnapping victims safely to their families, take illegal weapons off the streets, and return stolen property valued in the tens of millions. This progress gives renewed energy to detectives and patrol officers, and creates trust between law enforcement and the communities they serve.

Moreover, Flock Safety views privacy, transparency, and accountability as a primary directive, and we will continue to do so in perpetuity.

We want your community to see the same success:

- Using the latest, most advanced technology to capture objective evidence and solve crimes;
- Building mutual partnerships between your law enforcement agency and the community you serve;
- Having a local team of Flock Safety reps dedicated to serving the community alongside you; and
- Reviewing Flock Safety's terms and conditions that have been included for the county's review.

If Flock Safety is awarded your business, Flock Safety will work with the County to find mutual terms that satisfy both parties.

Together, we can eliminate crime and shape a safer future. Thank you,

Garrett Langley

Garrett Langley
Founder and CEO

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flock safety

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flock safety

Date: 9/20/2024

To: Savannah Silva
County of San Luis Obispo Central Service Department
1055 Monterey Street
San Luis Obispo, CA 93408

Attention: Request for Proposal - #1855, Automated License Plate Recognition

Dear Ms. Savannah Silva,

Flock Safety is pleased to submit our proposal for the Automated License Plate Recognition Request for Proposal - #1855 ("RFP"). Enclosed is our proposal for Flock Safety's standard Falcon ALPR camera for the County Sheriff's Office. All pricing contained in this proposal includes all maintenance, installation, and support from Flock personnel as an annual leased subscription model. Below is the information for the Flock Safety point of contacts for the City.

Authorized Representative and Point of Contact for all Contract Inquiries:
Jake Sherman
Territory Sales Manager
[redacted]

Authorized Person to Contractually Obligate the Organization:
Mark Smith
General Counsel
[redacted]

We appreciate the opportunity to be considered for this project and look forward to the possibility of working together. Please do not hesitate to contact us if you require any additional information or clarification.

Sincerely,

Flock Safety
[redacted]

By: Mark Smith
Mark Smith
General Counsel

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Description of Firm

Flock Safety is an all-in-one technology solution, founded in 2017, that helps law enforcement work together with cities, businesses, and schools to eliminate crime and keep communities stay safe. Flock is a remote company founded in Atlanta, GA that operates nationwide. Our intelligent platform equips law enforcement with the power of technology at scale to solve more crime and shape a safer future together. Our

full-service, maintenance-free technology solution is trusted by more than **4,000** communities across the country to help solve and deter crime in the pursuit of safer communities for everyone.

* The following agencies are a select group of customers in the Southern California region with Flock Safety LPR deployments:

- Santa Maria Police Department
  - **154** Falcon ALPR cameras
- Lompoc Police Department
  - **46** Falcon ALPR cameras
- Santa Barbara County Sheriff's Department
  - **25** Falcon ALPR cameras
- Ventura County Sheriff's Department
  - **102** Falcon ALPR Cameras
- San Luis Obispo Police Department
  - **4** Falcon ALPR cameras

Each agency will be equipped with a dedicated team from inception to completion of the ALPR project. This team will consist of a Territory Sales Manager, Project Manager, Customer Success Manager, and a Solutions Consultant. These key members will provide project updates, advice on best practices for ALPR deployment, and training during and after the project for any agency team members. Flock Safety's in-house Field technicians will provide installation services for all ALPR cameras and our Support teams will help remediate any issues that may arise after project completion.

This section contains proprietary information that should not be released to the general public

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Staffing



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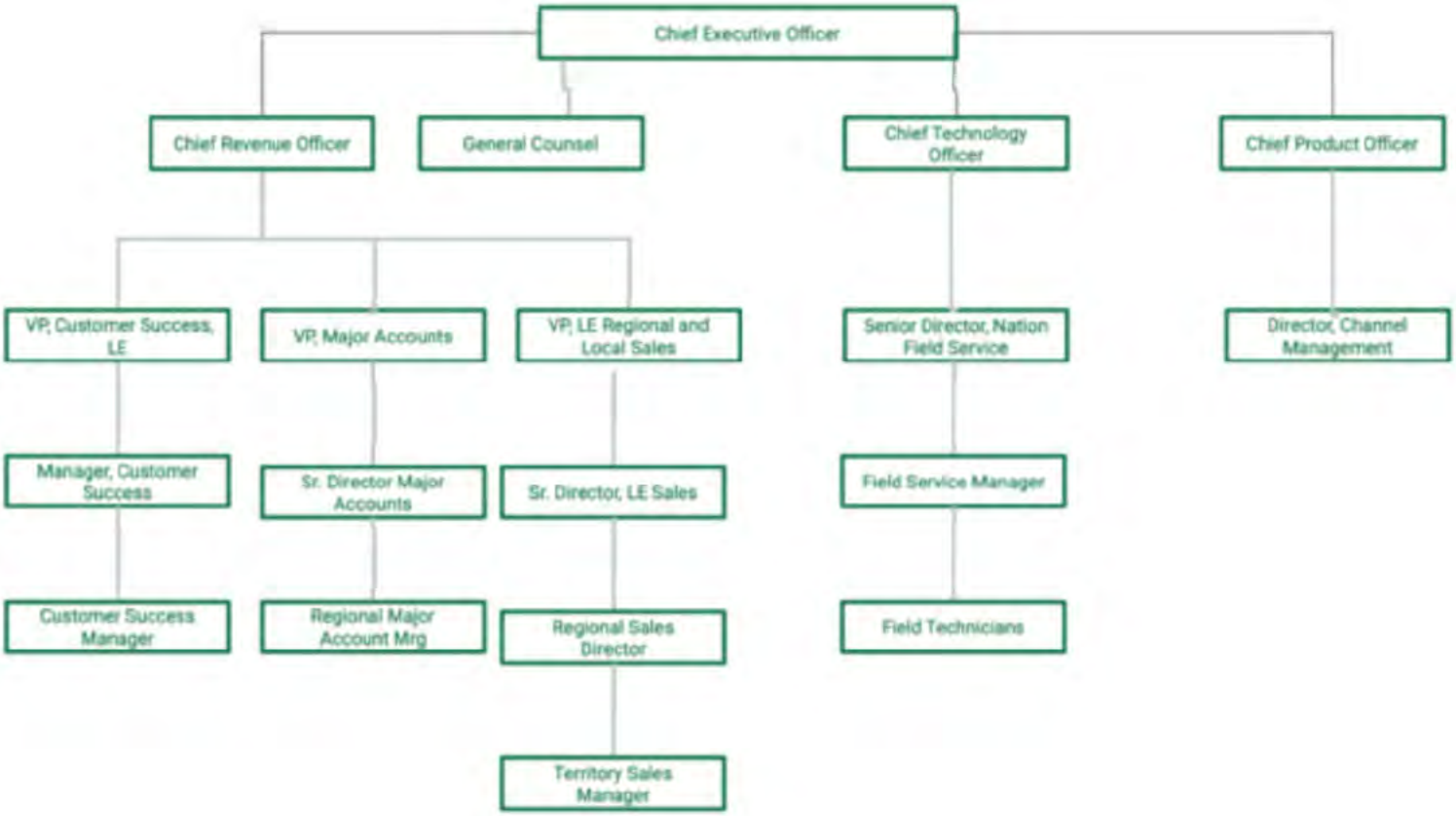
Staffing

The County will have access to the following team members during and after the LPR project completion. Field technicians will install all hardware components for the County.

Your Dedicated Flock Safety Team	
Contact	**Roles + Responsibilities**
Jake Sherman Territory Sales Manager (TSM) [redacted]	Sales, contracts, procurement, and legal, primary contact pre-sale
Kyle Turner Customer Success Manager (CSM) [redacted]	User training, product and service support, primary contact post-sale
Hailey Spessard Project Manager (PMO) [redacted]	Site surveys, permitting, device installation
Bryan Robbins Solutions Consultant (SOLCON) [redacted]	Deployment strategy, device mapping
Flock Safety Support 866-901-1781 support@flocksafety.com	24/7 support via email and phone for troubleshooting, questions, emergencies, equipment failures, etc.

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Flock Safety Organization Chart



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Service & Support

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team.

Your Flock Safety Services	
 Full-Service Implementation*	Meet with a Solutions Consultant (and former Law Enforcement Officer) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
 Training & Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, through the Flock Safety certification program. Meanwhile, our ongoing Customer Support team will assist with needs as they arise.
 Ongoing Maintenance*	We proactively monitor the health of your device network. If we detect that a device is offline for more than 20 minutes, an alert is sent to our Support Team to diagnose the problem. If the issue cannot be resolved remotely, a local, full-time technician will service your device for no extra charge. All scheduled maintenance, device installations, and device relocation services will be outlined in a Daily Digest Email, sent to key stakeholders within your organization.
 Public Relations	External Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our PR team.

*Full-service implementation and ongoing maintenance do not apply to Flock Safety Falcon Flex™ devices.

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References



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Customer References

Each of the law enforcement agencies listed below are current Flock Safety customers and partners who have purchased and deployed our hardware and software throughout their respective areas with significant success. They have agreed to speak with prospective Flock Safety contracting entities to answer questions about their experience using Flock Safety to reduce and prevent crime.

References

Agency	Point of Contact
Santa Maria Police Department Santa Maria, CA	[redacted] Daniel Cohen Commander [redacted]
Lompoc Police Department Lompoc, CA	[redacted] Allen Chisholm Lieutenant [redacted]
San Luis Obispo Police Department San Luis Obispo, CA	[redacted] Chad Pfarr Lieutenant [redacted]

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Scope



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APPENDIX A – SPECIFICATIONS

Mobile LPR Camera

1. Quickly deploy camera with battery and solar panel with ability to be mobile, placed on light, power, or similar pole to allow function 24/7/365
   Flock Safety complies

2. Allow for AC/DC direct power option
   Flock Safety complies

3. Provide option for self-install or install by vendor/manufacturer with costs included for installation
   Flock Safety complies, installation will be completed by Flock personnel

4. Cloud based active directory integration for login preferred (SAML 2.0 or similar) • FBI NCIC hot list integration is required
   Flock Safety complies, i.e. Azure AD or Okta. NCIC hot list is available for integration

5. Must support Verizon or FirstNET LTE or higher (preferred FirstNET Band14 capable modem) sims for internet connectivity
   Flock Safety complies

6. Mobile iOS or Android app support preferred
   Flock Safety complies

7. Camera resolution of 720p or higher required
   Flock Safety complies

8. Ability to capture plates at 50mph or higher
   Flock Safety complies

9. Ability to capture plates across two or more lanes a plus
   Flock Safety complies, standard Falcon LPR cameras capture two lanes of traffic

10. Ability to capture plates at night
    Flock Safety complies

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11. Operational temperature range -10 F to 125 F minimum
    Flock Safety complies

12. IP 67 or higher housing rating
    Flock Safety complies

13. One year warranty with options for extended warranty out to 5 years
    Flock Safety leases the equipment for the duration of the contract. Any defects/repairs will be serviced by Flock Safety.

14. Contract for one year with renewal options for up to 4 years.
    Flock Safety complies

Flock Safety will provide for the County of San Luis Obispo two options to either purchase:

- (1) Flock Safety ALPR camera + FlockOS Community (included)
- (13) Flock Safety ALPR cameras + FlockOS Essentials tier (included)

The quantity of LPR cameras are subject to change based on the County's needs. The physical hardware will be supplemented with a solar panel and included in the lease will be a dedicated Flock team and installers for deployment. Flock Safety will create a Deployment Plan based on the desired areas of coverage and assist with any permitting requirements. This is a turnkey solution of install, maintenance, support, and onboarding.

The Flock Operating System (FlockOS) will allow an unlimited number of users to access County ALPR data with the potential to access Flock's ALPR network* (included with meeting the minimum threshold of FlockOS Essentials). License plates will be searchable across the County's network and can be added to a custom hotlist for automated alerts on suspect vehicles.

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License Plate Recognition (LPR)

The Flock Safety Falcon® LPR camera suite, encompassing a range of fixed and location-flexible devices, revolutionizes law enforcement response and investigations by offering Vehicle Fingerprint® data, real-time alerts, searchable evidence, and analytics across diverse roadways and use cases.



Fixed, infrastructure-free LPR for standard two-lane roadways with moderate traffic.



Fixed, long-range LPR for high-speed,

multi-lane highways with heavy traffic.



Fixed, short-range LPR for parking lots.



Location-flexible LPR for temporary coverage that can be installed anywhere in minutes

The Flock Safety Falcon® suite not only expedites case clearances by providing real-time investigative leads, even without visible license plates, but also streamlines operations by offering a full-service subscription model. This approach eliminates the upfront costs and complexities associated with coordinating multiple vendors and systems, enabling law enforcement agencies to concentrate more effectively on crime reduction.

Data Storage + Encryption:

- Our LPR is designed for secure, responsible use with customized user permissions, usage audits, and limited data retention. Devices only capture vehicle data, not people, to mitigate bias and accelerate case clearance. Your agency owns 100% of the data, and we never sell it to third parties.
- All images and metadata are encrypted throughout its entire lifecycle, from on-device to storage in the cloud. Flock Safety uses Amazon Web Services (AWS) cloud storage and KMS-based encryption, limiting access to the encryption keys. All CJIS data is stored in the AWS GovCloud and is only available to Law Enforcement agencies. No CJIS data is shared with non-law enforcement Flock Safety customers.
- LPR images are stored for 30 days by default unless a differing local law/ordinance/agreement/etc. dictates otherwise for the LPR storage policy

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Flock Safety Falcon®



Fixed, infrastructure-free LPR for standard two-lane roadways with moderate traffic.

- 75 MPH / 65' Distance
- Solar Power + LTE Connectivity

Camera

DIMENSIONS
Length: 8.75" | Width: 2.875" | Weight: 3 lbs

MOUNTING
Adjustable band clamps

FOOTAGE
Uploads via integrated LTE

FIELD OF VIEW
15' wide, 65' distance

ASSEMBLY
Flock Safety in Atlanta, GA

Dual Solar Panels

VOLTAGE
18-20V

DIMENSIONS
Length: 21.25" | Width: 28" | Weight: 25.73 lbs (w/ hardware)

MOUNT
Pole top or side of existing pole

Pole

DOT Breakaway Pole - 12' installed height

DIMENSIONS
Diameter: 2.875" OD, 2.125" ID | Weight: 32 lbs

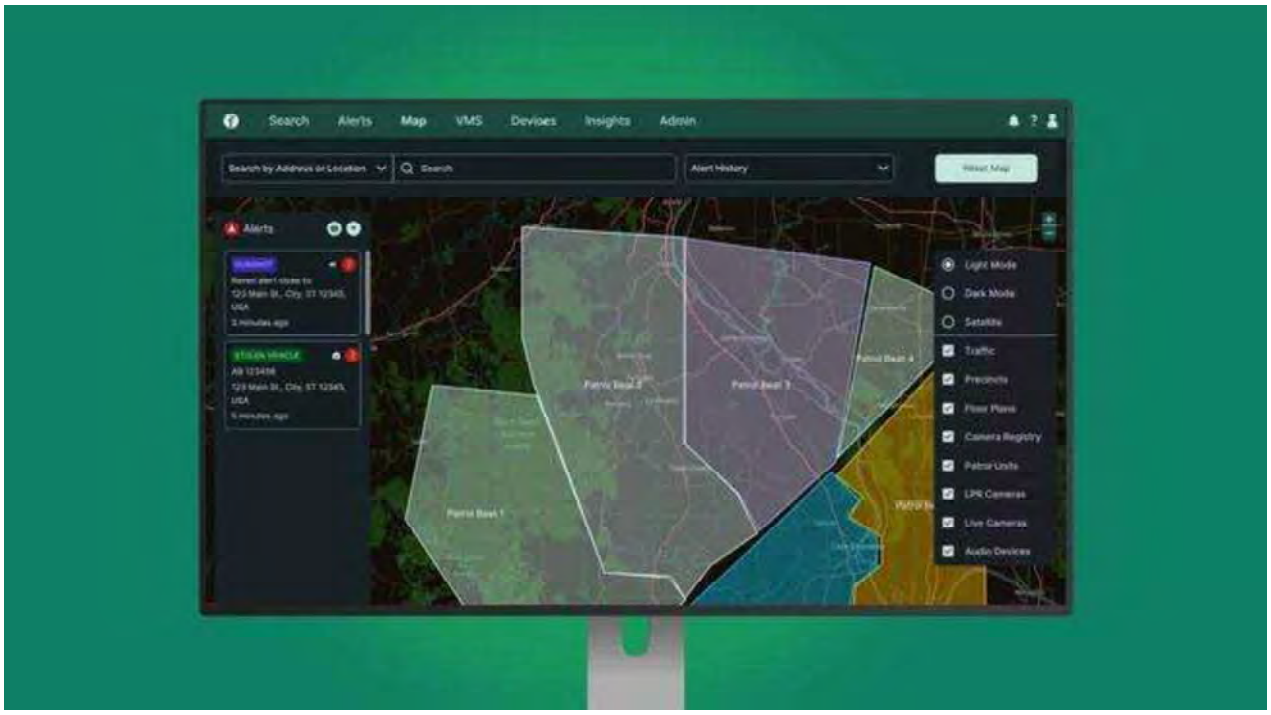
MATERIALS
6061 Aluminum with black coating | Alloy: 6061

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Software

The Flock Safety software, referred to as FlockOS®, is a comprehensive public safety platform designed to help solve more crime and keep communities and officers safe.

The platform seamlessly integrates both Flock Safety and third-party devices and systems across video, LPR, and audio detection to empower law enforcement with real-time alerts, evidence, and situational awareness on any computer, Mobile Data Terminal (MDT), or mobile device in a single operational view. This subscription-based software solution can be customized to your specific needs through the combination of various tiers and add-ons as outlined below.



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Work Plan/Technical Services



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Implementation Timeline

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

REVIEW LOCATIONS

Confirm Camera Locations With Your Sales Representative

FLOCK: Your sales representative will present several viable options for camera locations

CUSTOMER: Review Deployment Plan & approve camera locations

PLEASE NOTE: If Public Works is required to move forward, please obtain approval

FINALIZE LOCATIONS

Prepare For Finalized Camera Locations

FLOCK: Confirm Deployment Plane and signed agreement. Flock will move forward with next steps for locations that don't need permits (minimum 10 locations needed to move forward with partial installation)

CUSTOMER: Prepare the below items, as needed

- **If permits are required, begin application process**
- **If camera will be AC-powered, hire an electrician/street department**

STEP 1

Conduct On-site Survey & Place Flags

FLOCK: Flock technician conducts site survey to (1) evaluate/reconfirm solar or power access, (2) check line of sight to the road, and (3) evaluate/reconfirm cellular service in the area. When the technician deems the locations suitable, s/he will place a white flag at each spot

PLEASE NOTE: If the initially determined locations don't meet Flock standards, we will evaluate a new location, obtain customer approval, and redo a site survey. This may push timeline for installation

STEP 2

Call 811

FLOCK: Flock Safety will coordinate with Call 811 to mark each camera location for underground utilities within a 10-foot radius

PLEASE NOTE: Call 811 is a government service, so turnaround times may vary and is outside of Flock control

STEP 3

Schedule Installation

FLOCK: Flock will (1) ship any site specific material that the technician does not have locally (2) schedule the installation date

STEP 4

Install & Validate Cameras

FLOCK: After installation, your Onboarding Specialist will confirm that cameras are capturing footage well and functioning properly. They will then give you full access to the system along with helpful training resources

ONGOING – AS NEEDED

Finalize Any Installation Needs

FLOCK: While we typically complete installations within 4 weeks of finalizing locations, delays may occur due to external factors. In these instances, we will continue to work through this process until your cameras are fully installed and operational

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Understanding of Project Components

Things to Consider When Selecting Locations

Flock Safety Falcon ALPR Cameras

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

Pole

- Flock Safety provides different implementation services depending on the type of pole installation. These range from Existing, Standard, and Advanced.
- If a location requires a "DOT Pole" (i.e., Advanced Pole, not Flock standard pole), theimplementation cost will be $5,000/camera.

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Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

Existing Infrastructure Implementation

COST: $150 per camera (one time cost)

Standard Implementation

COST: $650 per camera (one time cost)

Advanced Implementation

COST: $1,900 per camera (one time cost)

***Existing**: Installation on existing pole.*

***Standard**: Installation of camera and solar panel with standard, 12' above grade Flock breakaway pole.*

***Advanced**: Installation of camera and solar panel on a suitable NCHRP 350 or MASH approved pole or AC adapter that a qualified electrician can connect to AC Power.*

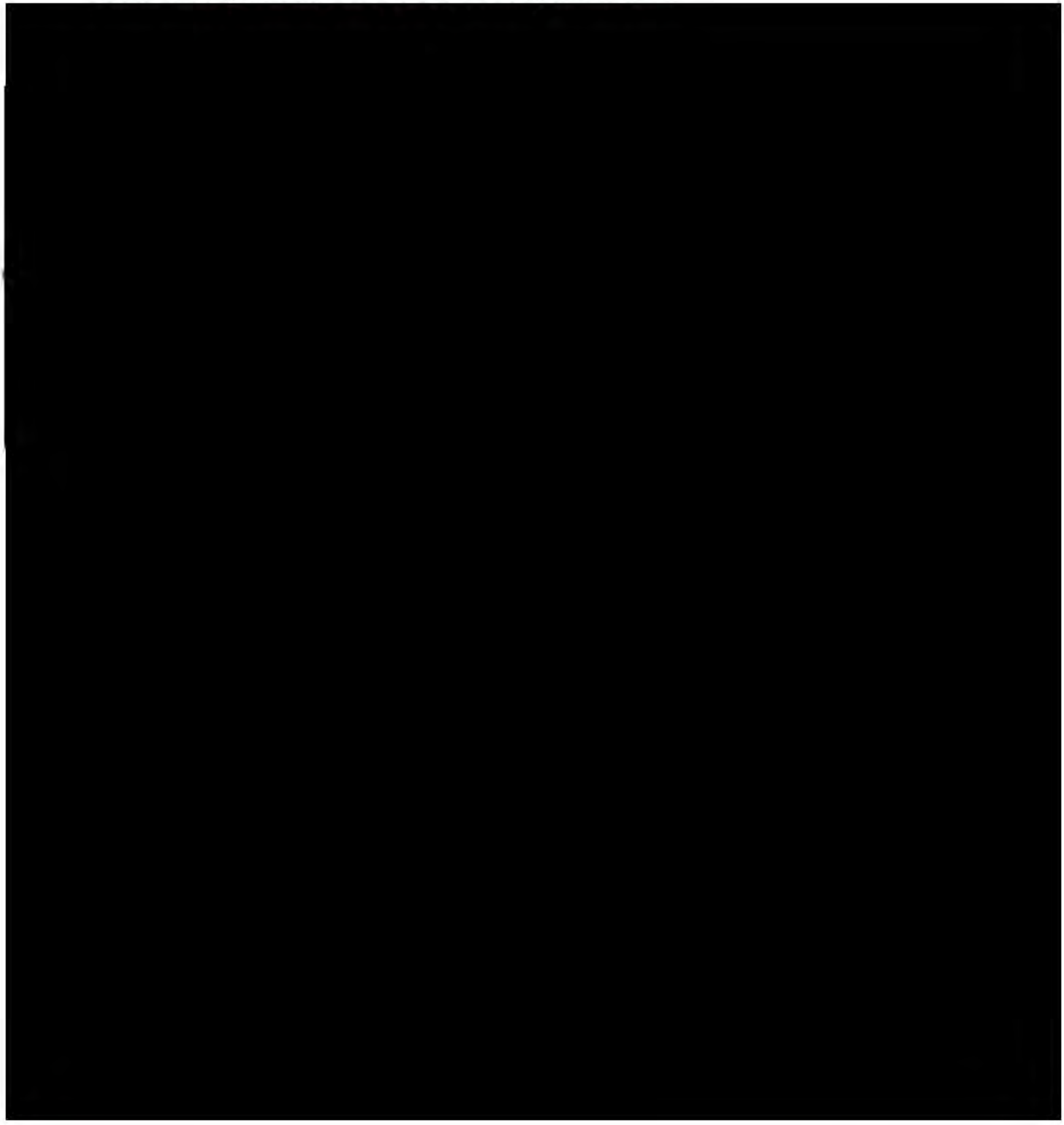
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Flock Safety Falcon AC Power Wiring Kit

- The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.
- Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.
- Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source
    - If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.
- The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure.
- The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.
- The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.
- Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

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Flock Safety Falcon AC Power Wiring Illustration



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Pricing

Two options are provided in this proposal:

- (1) Falcon ALPR camera + FlockOS Community
- (13) Falcon ALPR cameras + FlockOS Essentials

The County will be eligible for FlockOS Essentials with a purchase of 13 or more Falcon ALPR cameras. This tier will unlock the ability for the County to access Flock's statewide network of cameras and the ability to share LPR networks with other agencies within and outside County jurisdiction.



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Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1585 Kansas Ave San Luis Obispo, California 93405

Ship To: 1585 Kansas Avenue San Luis Obispo, California 93405

Billing Company Name: CA - San Luis Obispo County Sheriff
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$3,000.00**
Flock Safety Flock OS			
FlockOS ™ - Community	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	1	$650.00

Subtotal Year 1:	$3,650.00
Annual Recurring Subtotal:	$3,000.00
Estimated Tax:	$0.00
Contract Total:	$3,650.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$3,650.00
Annual Recurring after Year 1	$3,000.00
Contract Total	$3,650.00

*Tax not included

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FlockOS® Community Tier

Modernize operations, access LPR and Vehicle Fingerprint® evidence to boost crime-solving capabilities, and build bridges of trust with local neighborhoods, businesses, and schools, with the FlockOS® Community Tier.

Key Features

1

COMMUNITY NETWORK ACCESS

Ability to Request Access to Community Devices (HOAs, Businesses, and Schools Only)

2

VEHICLE FINGERPRINT® SEARCH FEATURES

- Time & Location Based Search
- License Plate Lookup
- Vehicle Fingerprint® Search
- Insights & Analytics Page
- Axon Fleet 3 LPR Integration

3

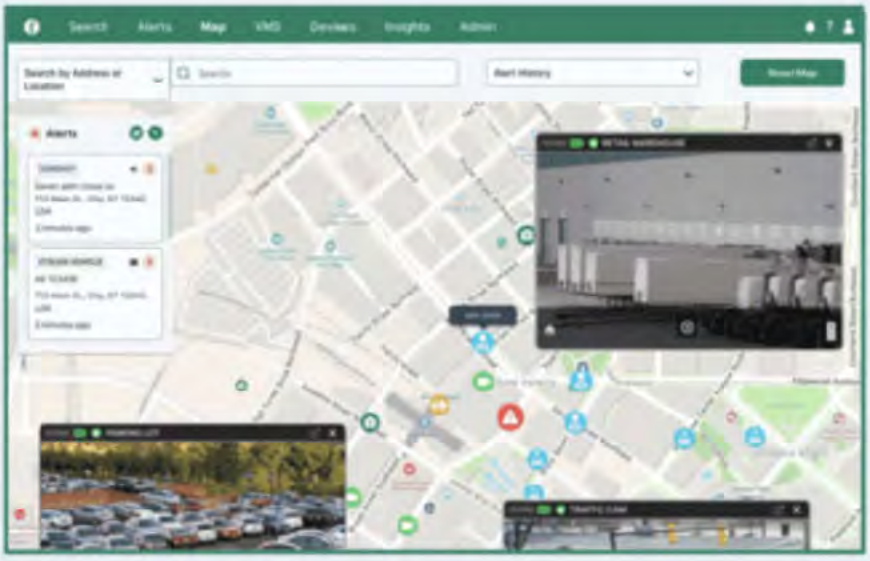
REAL-TIME FEATURES

- ESRI-Based Map Interface
- Real-time NCIC & NCMEC Alerts on Flock Safety Falcon® LPR cameras
- Unlimited Custom Hot Lists

4

ADDITIONAL FEATURES

- Unlimited Users
- Transparency Portal



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flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1585 Kansas Ave San Luis Obispo, California 93405

Ship To: 1585 Kansas Avenue San Luis Obispo, California 93405

Billing Company Name: CA - San Luis Obispo County Sheriff
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$39,000.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	13	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	13	$8,450.00

Subtotal Year 1:	$47,450.00
Annual Recurring Subtotal:	$39,000.00
Estimated Tax:	$0.00
Contract Total:	$47,450.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$47,450.00
Annual Recurring after Year 1	$39,000.00
Contract Total	$47,450.00

*Tax not included

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FlockOS® Essentials Tier

Multiply your force and expand your network of evidence-collection devices with the FlockOS® Essentials tier. This tier allows you to access both public and private Flock Safety devices, as well as third-party video cameras, extending your reach beyond your local jurisdiction. With FlockOS® Essentials, you become part of a nationwide network that provides over 10 billion additional license plate reads each month. This significant expansion in data access dramatically increases your chances of uncovering crucial evidence in challenging cases.

Key Features

1

COMMUNITY NETWORK ACCESS

Ability to Request Access to Community Devices (HOAs, Businesses, and Schools Only)

2

LAW ENFORCEMENT NETWORK ACCESS

- State Network (License Plate Lookup Only)
- Nationwide Network (License Plate Lookup Only)
- Ability to Request Access to Law Enforcement Devices Outside Jurisdiction

3

VEHICLE FINGERPRINT® SEARCH FEATURES

- Time & Location Based Search
- License Plate Lookup
- Vehicle Fingerprint® Search
- Insights & Analytics Page
- Axon Fleet 3 LPR Integration

4

REAL-TIME FEATURES

- ESRI-Based Map Interface
- Real-time NCIC & NCMEC Alerts on Flock Safety Falcon® LPR cameras
- Unlimited Custom Hot Lists

5

JURISDICTIONAL CONTEXT FEATURES

- Flock Safety Wing® Gateway, Flock Safety Wing® Cloud, Flock Safety Wing® VMS purchased by LE

6

ADDITIONAL FEATURES

- Unlimited Users
- Transparency Portal

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Appendix



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Key Personnel

	Contact	Roles + Responsibilities
	**Jake Sherman** Territory Sales Manager ✓TSM★ ✓818★ 746[redacted]7444 [redacted]	Sales, contracts, procurement, and legal, primary contact pre-sale
	**Kyle Turner** Customer Success Manager ✓CSM★ [redacted]	User training, product and service support, primary contact post-sale
	**Hailey Spessard** Project Manager ✓PMO★ [redacted]	Site surveys, permitting, device installation
	**Bryan Robbins** Solutions Consultant ✓SOLCON★ [redacted]	Deployment strategy, device mapping

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APPENDIX C – CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

Type: Lobbying and Influencing
Sources: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment / 2 CFR part 200, Appendix II(J) / 49 CFR part 20, Appendix A
Description: Consultants and contractors that apply or bid for an award of $100,000 or more must certify 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 another award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The undersigned bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 sub-awards at all tiers (including subcontracts, sub-grants, 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.

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Docusign Envelope ID: 84B921FA-547C-42B3-9382-101A43F1C8B8

Signed by:
Mark Smith
AC6C9114A4C24F3...
Signature

General Counsel
Title

9/27/2024
Date

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APPENDIX D – RISK ASSESSMENT QUESTIONNAIRE
(Required Submittal)

1. List the full names of any partners, owners, officers or other persons occupying a position of authority or responsibility in your organization, as well as their Unique Entity ID (SAM) number.

Unique Entity ID (SAM) Number	Organization
QDLLBKCGL851	Flock Group Inc.
N/A	Garrett Langley (Individual)
N/A	Matrix Partner
TBW7MGPYURM7	Axon Enterprise
N/A	Meritech Capital Partners
N/A	Bedrock Capital
N/A	Initialized Capital
N/A	Andreesen Horowitz
*An "owner" is an entity or individual that has 5% interest or more in the company. This percentage represents individuals and entities that are able to influence the management and direction of the company.	

NOTE: A Unique Entity ID (SAM) number is not required but must be listed if the entity has one.

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2. Have the individual(s) in item #1 been subject to bankruptcy, insolvency or receivership proceedings in the last five (5) years? Yes ❒**No** ☒ If yes, please enclose details.

3. Has your business/company/organization filed for bankruptcy within the last five (5) years? Yes ❒**No** ☒ If so, please enclose details.

4. Has your business/company/organization/individual(s) in item #1 ever had a contract for the general type of services/product sought by the County terminated for non-compliance or inadequate performance? Yes ❒ **No** ☒ If yes, please enclose details.

5. Has your business/company/organization/individual(s) in item #1 ever defaulted on a contract for the general type of services/product being sought by the County?

   Yes ❒**No** ☒ If yes, please enclose details.

6. Has there been, in the last five (5) years, or is there now pending or threatened, any litigation, arbitration, governmental proceeding or regulatory proceeding involving claims in excess of $100,000 with respect to the performance of any services or the provision of any product by your business/company/organization/individual(s) in item #1? **Yes** ☒ No❒If yes, please enclose details.

On March 4, 2024, a Complaint was filed in US District Court, Eastern District of North Carolina, against PHD Energy and Flock Group Inc ("Flock") by the Phoenix Insurance Company, the insurance company for East West who performs manufacturing and assembly of Flock cameras, alleging negligence by Flock, in particular, that Flock failed to exercise reasonable care with respect to its manufacturing instructions and directions provided to East West regarding the assembly of Flock cameras at East West facilities. Flock disputes the claim, has timely filed its answer and is vigorously

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defending the matter.

7. Has your business/company/organization/individual(s) in item #1 ever defaulted in fulfilling all of its obligations relating to the payment of county taxes, fees, or other obligations?

   Yes ☐**No** ☒ If yes, please enclose details.

8. In the last five (5) years, has your business/company/organization/individual(s) in item #1, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? **Yes** ☒ No☐If yes, please enclose details.

A Temporary Restraining Order and a Civil Complaint were filed in Wake County court in North Carolina against Flock Safety by the North Carolina Alarm Systems License Board ("NCASLB") on March 3, 2024. The court issued an preliminary injunctive order pursuant to which Flock can install and service cameras in North Carolina provided that Flock uses a third party who has a license with the NCASLB on October 31, 2024. The parties agreed to the order, and have been working together to ensure that Flock obtains its license with the NCASLB. Flock submitted and completed all of the requirements to procure a license. The NCASLB held its regularly scheduled board meeting on July 19, 2024 during which the NCASLB approved the license for Flock. The parties are working to ensure that the TRO and Civil Complaint are dismissed with the court.

9. In the last five (5) years, has your business/company/organization/individual(s) in item #1 been debarred or suspended for any reason by any federal, state or local government or refrained from bidding on a project due to an agreement with such governmental agency? Yes ☐**No** ☒If yes, please attach a full explanation.

10. In the past five (5) years, has your business/company/organization/individual(s) in item #1 had its surety called upon to complete any contract, whether

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government or private sector? Yes ☐**No** l'8J If yes, please enclose details.

11. In the past five (5) years, has your business/company/organization/individlual(s) in item #1 had a revocation, suspension or disbarment of any business or professional permit and/or license? **Yes** 118) No☐lif yes, please enclose details.

There have been ti/Vo instances where Flock Safety has had a professional license temporarily suspended for one day: (1) State of Washington General Contractor's License and (2) California Contractors State License Board (CSLB}. These temporary suspensions occurred in the ordinary course of business and were the result of strictly administrative delays. The release of Flock Safety's updated certification of insurance (COi) by its Broker to the state agencies responsible for issuing the licenses listed above (Washington State Department of Labor and Industries and Department of Consumer Affairs respectively) was defayed by one day due to Flock increasing insurance limits. The suspension was lifted as soon as the state agencies responsible for issuing the licenses listed above processed Flock Safety's updated COi.

12. Hias your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes ☐**No** IS] If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court}, the year and the criminal conduct.

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flock safety

Signature

THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION.

Dated this 25th day of September of the year 2024

Name of organization: Flock Group Inc. d/b/a Flock Safety

Signature: Signed by: Mark Smith AC5C931454C24F3...

Printed Name and title: General Counsel & Secretary

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APPENDIX F – PROPOSER CHECKLIST

Please check to ensure all documents listed below are included with your submittal.

Technical Proposal

(Required)..... ☒ (Including resumes)

Risk Assessment Questionnaire

(Required)..... ☒

Certification Regarding Lobbying

(Required)..... ☒

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Sample Contract Legal Review



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FEDERAL SAMPLE COUNTY CONTRACT

CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR

THIS CONTRACT FOR SPECIAL SERVICES ("CONTRACT") is entered into this day of , 20 , by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and [insert name of vendor/contractor] (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the County of San Luis Obispo has need for special services and advice in the area of [describe services]; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services.

NOW THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** Contractor shall provide to the County the following services under this Contract: Contractoris engaged in the business of manufacturing and operating license plate recognition, video solution, and gunshot detection systems. [insert description]. [Option: Contractor shall provide the services ("Services") as described in Exhibit XXXXX].

2. **Term of Contract.** This Contract shall commence on , for an initial term of ( ) year(s), and expire on , unless terminated earlier or extended as provided in this Contract. [OPTION: This term may be extended for [e.g., two additional one year terms each], under the same terms and conditions, upon mutual written agreement by the parties. Each extension shall require advance written notice by the other party no later than ( ) days prior to expiration of the initial term, or any option term, and shall be effective upon written approval by the County (e.g., Director of Parks) and Contractor.]

3. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, at the rates specified in Exhibit_____, within thirty (30) days after the receipt of an itemized statement from Contractor as required by paragraph 4 of this Contract, which services and invoices have been previously approved by an appropriate representative of theCounty department for whom Contractor is directly working. All travel and lodging claims will be reimbursed according to the rates and terms of the County Travel Policy located at: https://www.slocounty.ca.gov/departments/auditor-controller-treasurer-tax-collector-public-/forms documents/resources-for-vendors/county-travel-policy.

4. **Invoicing.** Contractor shall submit to the County, on a [e.g. per job basis or on a monthly basis], a detailed statement of services performed, including itemization of the services rendered during the billing

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period for the amount billed. The statement shall include the purchase order number (if any), and an itemized statement containing a description of the work and dates Contractor performed the work. If, due to either an issue with the charges on an invoice or the Contractor's failure to perform its obligations under this Contract, the County disputes any charge(s) on an invoice, the County may withhold the disputed amount, provided that (a) there is a reasonable basis for the dispute, and (b) the Countydelivers a written statement to Contractor within ten (10) days of the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by the County.

5. **Non-Exclusivity.** Nothing in this Contract is intended or shall be construed as creating any exclusive arrangement between the County and Contractor. This Contract shall not restrict the County or any of its departments from acquiring similar, equal or like goods and/or services from other entities or sources.

6. **Intentionally Omitted. Termination of Contract for Convenience of Either Party.** Either party may terminate this Contract at any time by giving to the other party ( ) days' prior written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all accepted goods and work satisfactorily completed and accepted by County prior to the effective date of the termination. Terminationof this Contract may be effectuated by the Director of [add name of department seeking these services] withoutthe need for action, approval or ratification of the Director of the Department of Central Services or the Board of Supervisors.

7. **Termination of Contract for Cause**. If Contractor (1) fails to perform Contractor's duties to the satisfaction of the County, or (2) fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or (3) violates any of the terms or provisions of this Contract, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice to the Contractor. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed and accepted by the County prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability, if any, shall not exceed the amount payable to Contractor under this Contract.

8. **Termination for Non-Appropriation.** County's obligation to pay any amounts due for those fiscal periods succeeding the current fiscal period are contingent upon appropriation or approval of funds for that purpose. If such funds become unavailable, then County may elect to terminate this Contract by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. In such an event, the County shall have no further liability to pay any funds to the Contractor or tofurnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to

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the

County or offer a Contract amendment to the Contractor to reflect the reduced amount.

9. **Suspension of Performance.** Independent of any right to terminate this Agreement, the authorized representative of the COUNTY department or agency for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to exigent health, safety or financial circumstances, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of terminationbecomes effective.

10. **Nondiscrimination.** Contractor agrees that it will abide by all applicable federal, state, and local laws, rules and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; California Fair Employment and Housing Act; and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, age, color, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, national origin, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, hiring, employment, utilization, promotion, playoff, rates of pay or other forms of compensation. Contractor shall not discriminate in providing the goods or services under this Contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or other category protected under the law. If County finds that any of these provisions have been violated, such violation shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contact. In addition to an independent finding by County of such violation, a finding by the State

of California or by the United States of a violation shall constitute a finding by County of such violation. 11. **Assignment, Delegation or Subcontracting of Contract.** Contractor shall not assign any of Contractor's rights, delegate any of Contractor's duties, or subcontract any portion of Contractor's obligations under this Contract without the prior written consent of the County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performedunder this Contract. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County. If subcontracting is approved by the County, Contractor shall remain primarily liable for all of its obligations under the Contract. Contractor is responsible for payment to subcontractors and must monitor, evaluate, and account for the subcontractor(s) services and operations.

12. **Authority of Contractor**. If Contractor is a corporation or a limited liability company and is performing services within California, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation or limited liability company in good standing under the laws of the State of California or a duly organized, validly existing foreign

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corporation or limited liability company in good standing in the state of incorporation or organization and authorized to transact business in the State of California and have an agent for service of process in California.Contractor warrants that it has full power and authority to enter into and perform this Contract, and the

person(s) signing this Contract warrant that he or she has been properly authorized and empowered to enterinto this Contract.

13. **Governing Law and Venue.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract. Theparties will submit to the jurisdiction of the Superior Court of the County of San Luis Obispo, notwithstanding Code of Civil Procedure section 394, as may be amended from time to time.

14. **Independent Contractor Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent contractor. Nothing in this Contract is intended or shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards, regulations and Contract terms governing such services. Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

15. **Warranty of Contractor.** Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services under this Contract. Contractor further agrees that it shall keep in full force and effect during the entire term of this Contract, all permits, registrations,and licenses, if required by law or contract, to accomplish the work specified herein.

16. **Indemnification.** [select from Purchasing's MySLO website but this provision is usually applicable]. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of this Contractextent caused by the negligent performance or attempted performance or the provisions hereof, including any willful or negligent act or omission to act on the part of the Contractor or his agents or employees or independent contractors. This indemnity will not extend to any claims or losses arising out of the negligence orwillful misconduct of the County.

17. **Insurance.** Contractor, at its sole cost and expense, shall purchase and maintain the insurance

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policies set forth in Exhibit C.

18. **Records.** Contractor shall keep complete and accurate records of the services performed under this Contract. The Contractor shall allow the County Auditor to inspect and audit any and all books, and records maintained by Contractor and subcontractors pertaining to the services under this Contract at any reasonable time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records and books of account. Upon request, at any time during the period of this Contract, and for a period of three years thereafter, the Contractor shall furnish any such record, or copy thereof, to the County Auditor.

19. **Audit Rights** Pursuant to Government Code section 8546.7, every contract involving the expenditure of public funds in excess of $10,000 is subject to examination and audit of the State auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the Contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit. County shall advise Contractor if it becomes aware of such audit at least fourteen (14) days prior to the commencement of the audit. All payments made under this Contract shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. This provision is in addition to any other inspection and access rights set forth in this Contract.

20. **Accounting.** [Only applies to some contracts – See front page of Auditor's Handbook]. Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards asdescribed in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County. The Handbook is available at http://www.slocounty.ca.gov/AC/, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo, California, 93408.

21. **Cost Disclosure - Documents and Written Reports.** Pursuant to Government Code section 7550, if the total cost of this Contract is over Five Thousand Dollars ($5,000), the Contractor shall include in all documents and in all written reports falling within section 7550, a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

22. **Copyright.** Any reports, maps, documents or other materials produced in whole or part underthis Contract shall be the property of the County and shall not be subject to an application for copyright by or on behalf of Contractor.

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23. **Findings Confidential**. No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract shall be made available to any individual or organizationby Contractor without the prior written approval of County.

24. **Equipment and Supplies.** Contractor will provide all necessary equipment and supplies inorder to carry out the terms of this Contract.

25. **Confidential Information:** For the purpose of this Contract, "Confidential Information" shall mean information or material proprietary to the County or designated as "Confidential Information" by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, but is not limited to, the following types of information or other information of a similar nature (whether or not reducedto writing):

[tailor on a contract by contract basis but it could include computer network operations and security, employee personnel information, finances and other confidential and proprietary information belonging to the County]. Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the

Confidential Information.

Contractor shall not, without prior written authorization from the County, acquire, use or copy, in whole or in part, any Confidential Information. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who (1) have executed a confidentiality agreement with the County, (2) have a need to know such Confidential Information toperform the services hereunder, and (3) who have been authorized by County to receive such Confidential Information. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of County. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under the Confidentiality Agreement executed concurrently with this Contract.

The provisions of this section shall survive the expiration or termination of this Contract. Contractor shall protect the Confidential Information from unauthorized use, access or disclosure in the same manner as Contractor protects is own confidential or proprietary information of a similar nature. Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Contract in that monetary damages would be inadequate to compensate the County for such a breach. The parties agree that in such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

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26. **Conflict of Interest**. Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relateto conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. duringthe term of this Contract.

27. **Time is of the Essence.** Time is of the essence in the delivery of the goods and/or services by Contractor under this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the good not conforming to applicable specifications, drawings, samples, or descriptions, or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods or services shall not bind County to accept future goods and services.

28. **Waiver**. The acceptance by County of late or partial performance of any goods or services with or without objection or reservation shall not waive the right to claim damage for such breach and shall not constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

29. **Enforceability**. If any term, covenant, condition or provision of this Contract is held by a courtof competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

30. **Entire Agreement and Modification**. This Contract supersedes all p
parties related to the services and/or goods which are the subject of this Contract. It constitutes the entire understanding of the parties with respect to the goods and services. Contracto
benefits than those specified herein. No changes, amendments or alterations sh
and signed by both parties. Contractor specifically acknowledges that in entering

Contract, Contractor relies solely upon the provisions contained in this
Contract may be executed via facsimile or pdf e-mail, and in any number of coun
considered an original and all of which, taken together, shall constitute one and t

Ann Duggan
2025-03-12 12:53:10

Why was this deleted. This is standard language in a contract -- once executed, the parties should not be able to go outside of the contract terms to assert a right or decline an obligation based on some previous written or oral agreement.

31. **Notices**. Any notice required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent by first class mail, posted prepaid, through the United States Postal Service, to the County at:

and to the Contra

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given by personal delivery. Mailed notices shall be deemed to have been given, delivered and received three (3) business days after the date of such notice or other communication is posted by the United StatesPostal Service.

32. **Advanced Clean Fleets.** Vehicles with a GVWR greater than 8,500 lbs. and light duty package delivery vehicles operated in California may be subject to the Fleets regulations. Such vehicles may therefore be subject to requirements to re pollutants. For more information, please visit the CARB Advanced Clean Fleets v https://ww2.arb.ca.gov/our work/programs/advanced-clean-fleets. All fleets hired on the CARB Advanced Clean Fleets webpage as a compliant fleet or the fleet o statement that its fleet is not subject to the High Priority and Federal Fleets regul sections 2015 through 2015.6 and the State and Local Government Fleets regula sections 2013 through 2013.4.

Ann Duggan

2025-03-12 13:29:29

To sheriff's staff – This provision does not appear to be applicable. Please confirm.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year firstthereinabove set forth.

COUNTY OF SAN LUIS OBISPO ADD CONTRACTOR'S NAME

By: By:

Chairman of the Board of Supervisors

(Change to Purchasing Agent if under $200k) Date:

Approved by the Board of Supervisors on

(Delete section if contract is less than $200K) Printed Name and Title

,20

By:

ATTEST:

Date:

(Delete section if contract is less than $200K) Printed Name and Title

Clerk of the Board of Supervisors

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APPROVED AS TO FORM AND LEGAL EFFECT: Address for Giving Notices:

Rita L. Neal
County Counsel

By:

Deputy County Counsel

Date:

EXHIBIT A

FEDERAL REQUIREMENTS

Contracts exceeding the Simplified Acquisition Threshold ($250,000) must include 1.

1. **Violate or Breach Contract Terms.** A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the County.

Contracts exceeding $10,000 must include 2-3.

2. **Termination of Contract for Cause.** If Contractor (1) fails to perform Contractor's duties to the satisfaction of the County, or (2) fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or (3) violates any of the terms or provisions of this Contract, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice to the Contractor. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed and accepted by the County prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability, if any, shall not exceed the amount payable to Contractor under this Contract.

3. **INTENTIONALLY OMITTED. Termination of Contract for Convenience.** The County may terminate this Contract at any time by giving the Contractor thirty (30) days prior written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all accepted goods and work satisfactorily completed and accepted by County prior to the effective date of the termination. Termination of this Contract may be effectuated by the Director of [add name of department seeking these services] without the need for action, approval or ratification of the Director of the Department of Central Services or the Board of Supervisors.

(Note: Based on the business needs of County departments, the number of days to terminate can be changed and either party can be added to the termination for convenience clause.)

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Contracts exceeding $100,000 that involve the employment of mechanics or laborers (either construction or service contracts) must include 4.

4. Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the conract 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 (b)(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 (b)(1) of this section, in the sum of $29 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

In addition to the clauses contained in paragraph (6), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked,

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deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Requirement of Contract provision 5 is dependent on your granting agency.

5. Rights to Inventions. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the non-Federal entity must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,
Contracts

and Cooperative Agreements). The regulation at 37 CFR § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Contracts exceeding $150,000 must include 6.

6. Clean Air Act and Federal Water Pollution Control Act.

(1) Clean Air Act.

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.

The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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.

(2) Federal Water Pollution Control Act.

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.

The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the any pass-through entity, if applicable, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. 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.

Contracts exceeding $25,000 must include 7.

7. Debarment and Suspension.

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This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's 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).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the recipient. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the recipient, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. **Mandatory Disclosures.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially effecting the Federal award described in 2 C.F.R. § 200.113. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339 Remedies for noncompliance, including suspension or debarment.

Contracts exceeding $100,000 must include 9. Certification also required (see Exhibit B).

9. **Byrd Anti-Lobbying Amendment.** Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

If applicable, contractors must sign and submit the following certification to the County with each bid or offer exceeding $100,000:

EXHIBIT B: Certification for Contracts, Grants, Loans, and Cooperative Agreements (attached).

Contracts exceeding $10,000 must include 10.

10. **Procurement of Recovered Materials.** Where the purchase price of the item is greater than $10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than $10,000:

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—

Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting

contract performance requirements; or

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At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Prohibition on Contracting for Covered Telecommunications Equipment or Services. (a)

Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential components of any system and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered cover

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telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contracts/grants of $5,000,000 or more must include 13.

****Valued at $5 million or more includes contracts and grants with a value to the contractor or grantee of $5 million or more, even if the amount paid by the Agency to the contractor or grantee is less than $5 million or is zero. This includes, but is not limited to, revenue-generating agreements, in-kind agreements, concessions, and agreements where the contractor receives payments from the public or a third party.*

13. **Executive Order N-6-22 – Russia Sanctions.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. Should the State or County determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response.

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Termination shall be at the sole discretion of the County.

14. Access to Records. The Contractor agrees to provide the County, the pass-through entity, if applicable, the FEMA Administrator, 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.

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.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County 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 the Comptroller General of the United States.

15. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) 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;

(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; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

16. Inflation Adjustment of Acquisition – related dollar threshold. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards:

(a) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

EXHIBIT B

CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR
CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

Docusign Envelope ID: 6458C185-A03D-4B65-A10B-326A93A32D32

Sources: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment / 2 CFR Part 200, Appendix II(I) / 49 CFR Part 20, Appendix A
Description: Consultants and contractors that apply or bid for an award of $100,000 or more must certify 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 another award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The undersigned bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 sub awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 no less than $10,000 and no more than $100,000 for each such failure.

Signature

Title

Date

In compliance with the Disaster Recovery Act of 2018, the County of San Luis Obispo and the Proposer acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Exhibit C

INSURANCE REQUIREMENTS

Instructions for staff highlighted (in red). (REMOVE UNNECESSARY COVER

Insert indemnification language here. If Professional Liability is required use the P
indemnification language. Use the general indemnification for all others.

Ann Duggan

2025-03-12 14:01:20

To sheriff's staff--this is the sample contract template. Please clean this up and include the applicable provisions in an outline format.

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INSURANCE Coverage

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM **SCOPE OF** INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

   (Not required if Contractor provides written verification it has no employees)

   The Alternate Employer endorsement (above) also should be required if your department will (1) lease or rent equipment and an equipment operator is provided by the supplier, or (2) exercise control over the details of the work performed by the employees of your Contractor/contractor.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

UNIQUE INSURANCE Coverage (REMOVE UNNECESSARY COVERAGE LANGUAGE)

One or more of the following insurance coverage(s) may also be required, depending upon the type of contracted service. *Please review and select coverage(s) as applicable.*

Sexual Misconduct Liability Coverage should be required when the contract work involves care or supervision of children, seniors and other vulnerable persons. This may include services such as child care, foster care, group homes, emergency shelters, medical and/or mental health care service delivery, residential treatment, mentoring, schools, camp operations, school bus transport, and security services.

Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

Professional Liability/Errors and Omissions coverage is required for medical and legal Contractors, as

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well as Contractors in non-traditional professions including, but not limited to accountants, appraisers, architects, billers, computer programmers, engineers, interpreters, staffing/ temporary services agencies, and Contractors. NOTE: **A minimum $3 million aggregate limit is recommended for medical and legal service providers.**

Professional Liability/Errors and Omissions

Insurance appropriate to the Contractor's profession, with limits of not less than $2 million per occurrence or claim and $4 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than five (5) years following this Agreement's expiration, termination or cancellation.

Property Coverage provides protection against losses due to perils such as fire, vandalism, theft, and water damage, and is only required when a Contractor takes custody of County owned or leased property (for example, Contractor occupies a County building, or is given County computers to use at non-County locations, such as the Contractor's business premises).

Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

Crime Coverage is only required when the contracted services involve pick up, carry, guard or otherwise handle County money and securities (ex. cash, checks, warrants, bonds, vouchers), or other highly valued County property (ex. property to be auctioned).

Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than $ [insert Dept. estimate of the probable maximum loss exposure] per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. **The County, its officers, officials, employees, and volunteers** shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

Miscellaneous Coverage for one or more of these specialized types of insurance coverage(s) may also be required for contracted services involving unique services and/or risk exposures such as property renovations, vehicle maintenance and repair, aircraft, pollutants, watercraft, rail operations, etc.

Miscellaneous Coverages

Garage, Builder's Risk, Installation Floater, Owners and Contractors Protective Liability, Pollution (Environmental) Liability, Asbestos Liability, Railroad Protective Liability, Earthquake, Flood, Terrorism, Motor Truck Cargo Liability, Equipment Breakdown, Aircraft Liability, Marine Protection and Indemnity, Fine Art, Fiduciary.

OTHER INSURANCE Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions

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Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Excess or Umbrella Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration,

and defense expenses within the retention. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured parties. The County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. The policy must also provide that Defense costs, including he Allocated Loss Adjustment expenses, will satisfy the SIR or deductible.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's

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REQUEST FOR PROPOSAL - #1858

Overt Surveillance Cameras

NOTICE: The data on page 5 of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.



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flock safety

County of San Luis Obispo,

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

We started Flock Safety in 2017 as concerned citizens applying our skills in electrical engineering and software development to help our neighborhoods solve property crime. Since that time, we have partnered with sheriffs, chiefs of police, command staff, city councils, business leaders, schools and universities, and other concerned neighbors – like ourselves – from all across the country.

There is a strong desire from all stakeholders in our communities to work together to eliminate crime. I believe that with the right technology, hard-working officers, and transparent community engagement we can make a serious impact on crime.

Our approach is working across the country today – in thousands of cities across 47 states in partnership with thousands of law enforcement agencies. We're seeing communities using Flock Safety's technology to reduce their crime rates; return kidnapping victims safely to their families, take illegal weapons off the streets, and return stolen property valued in the tens of millions. This progress gives renewed energy to detectives and patrol officers, and creates trust between law enforcement and the communities they serve. Moreover, Flock Safety views privacy, transparency, and accountability as a primary directive, and we will continue to do so in perpetuity.

We want your community to see the same success:

- Using the latest, most advanced technology to capture objective evidence and solve crimes;
- Building mutual partnerships between your law enforcement agency and the community you serve;
- Having a local team of Flock Safety reps dedicated to serving the community alongside you; and
- Reviewing Flock Safety's terms and conditions that have been included for the county's review.

If Flock Safety is awarded your business, Flock Safety will work with the County to find mutual terms that satisfy both parties.

Together, we can eliminate crime and shape a safer future.

Thank you,

Garrett Langley

Garrett Langley
Founder and CEO

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flock safety

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[redacted]

flock safety

[redacted]

Date: 9/23/2024

[redacted]

To: Savannah Silva
County of San Luis Obispo Central Service Department
1055 Monterey Street
San Luis Obispo, CA 93408

Attention: Request for Proposal - #1858, Overt Surveillance Cameras

[redacted]

Dear Ms. Savannah Silva,

Flock Safety is pleased to submit our proposal for the Overt Surveillance Cameras Request for Proposal - #1858 ("RFP"). Enclosed is our proposal for Flock Safety's Condor camera for the County Sheriff's Office. All pricing contained in this proposal includes all maintenance, installation, and support from Flock personnel as an annual leased subscription model. Below is the information for the Flock Safety point of contacts for the City.

[redacted]

Authorized Representative and Point of Contact for all Contract Inquiries:
Jake Sherman
Territory Sales Manager
[redacted]

Authorized Person to Contractually Obligate the Organization:
Mark Smith
General Counsel
[redacted]

We appreciate the opportunity to be considered for this project and look forward to the possibility of working together. Please do not hesitate to contact us if you require any additional information or clarification.

[redacted]

Sincerely,

[redacted]

Flock Safety
[redacted]

By: [redacted]
Mark Smith
General Counsel

[redacted]

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Description of Firm

Flock Safety is an all-in-one technology solution, founded in 2017, that helps law enforcement work together with cities, businesses, and schools to eliminate crime and keep communities stay safe. Flock is a remote company founded in Atlanta, GA that operates nationwide. Our intelligent platform equips law enforcement with the power of technology at scale to solve more crime and shape a safer future together. Our full-service, maintenance-free technology solution is trusted by more than **4,000** communities across the country to help solve and deter crime in the pursuit of safer communities for everyone.

* The following agencies are a select group of customers in the California region with Flock Safety Condor deployments:

- Richmond Police Department
  - **27** Condor cameras
- Citrus Heights Police Department
  - **14** Condor cameras
- Vallejo Police Department
  - **15** Condor cameras

Each agency will be equipped with a dedicated team from inception to completion of the ALPR project. This team will consist of a Territory Sales Manager, Project Manager, Customer Success Manager, and a Solutions Consultant. These key members will provide project updates, advice on best practices for ALPR deployment, and training during and after the project for any agency team members. Flock Safety's in-house Field technicians will provide installation services for all ALPR cameras and our Support teams will help remediate any issues that may arise after project completion.

This section contains proprietary information that should not be released to the general public

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Staffing



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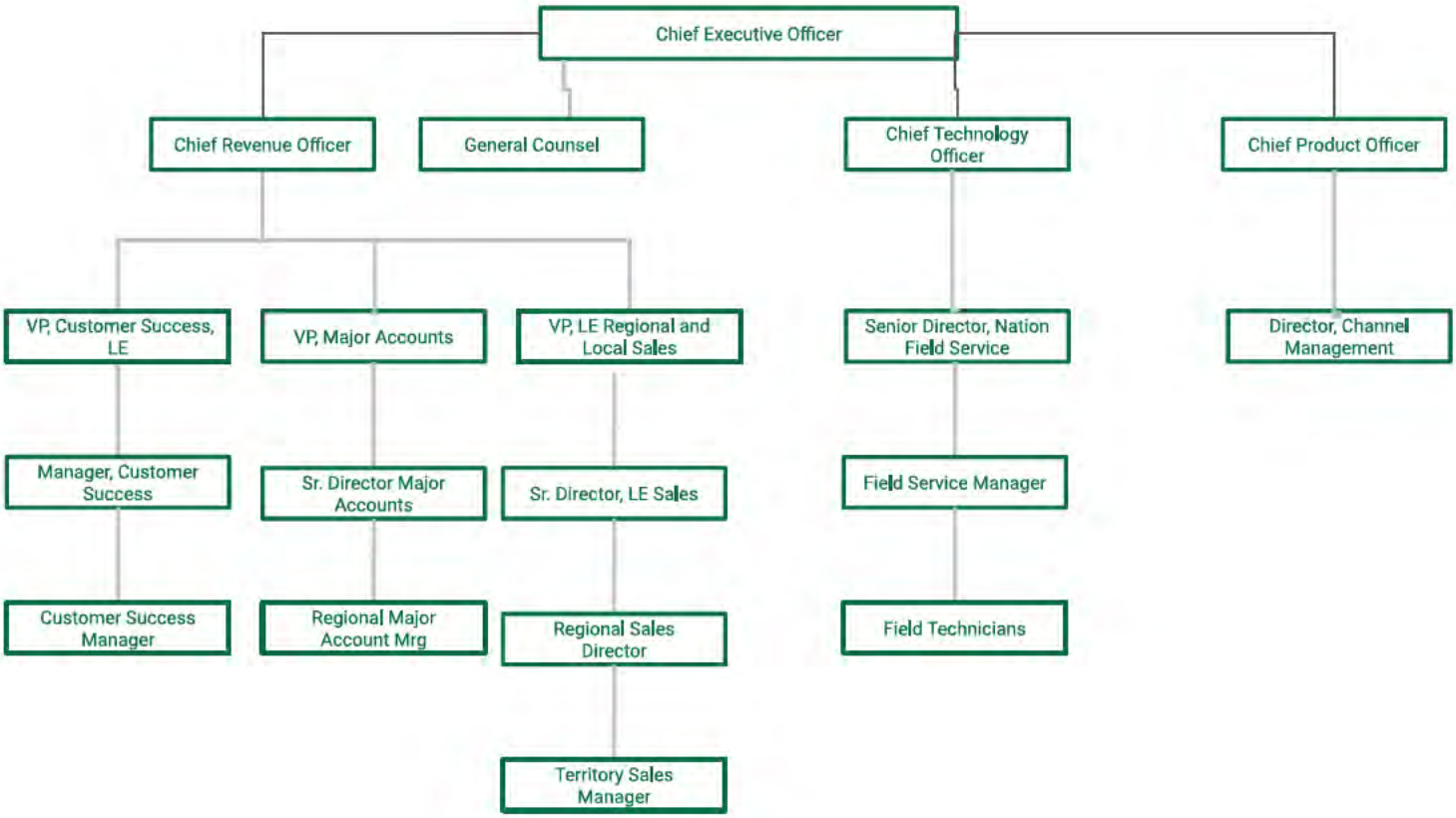
Staffing

The County will have access to the following team members during and after the LPR project completion. Field technicians will install all hardware components for the County.

Your Dedicated Flock Safety Team	
Contact	**Roles + Responsibilities**
Jake Sherman Territory Sales Manager (TSM) [redacted]	Sales, contracts, procurement, and legal, primary contact pre-sale
Kyle Turner Customer Success Manager (CSM) [redacted]	User training, product and service support, primary contact post-sale
Hailey Spessard Project Manager (PMO) [redacted]	Site surveys, permitting, device installation
Bryan Robbins Solutions Consultant (SOLCON) [redacted]	Deployment strategy, device mapping
Flock Safety Support 866-901-1781 support@flocksafety.com	24/7 support via email and phone for troubleshooting, questions, emergencies, equipment failures, etc.

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Flock Safety Organization Chart



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Service & Support

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team.

Your Flock Safety Services	
 Full-Service Implementation*	Meet with a Solutions Consultant (and former Law Enforcement Officer) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
 Training & Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, through the Flock Safety certification program. Meanwhile, our ongoing Customer Support team will assist with needs as they arise.
 Ongoing Maintenance*	We proactively monitor the health of your device network. If we detect that a device is offline for more than 20 minutes, an alert is sent to our Support Team to diagnose the problem. If the issue cannot be resolved remotely, a local, full-time technician will service your device for no extra charge. All scheduled maintenance, device installations, and device relocation services will be outlined in a Daily Digest Email, sent to key stakeholders within your organization.
 Public Relations	**External Affairs** Get support educating your stakeholders, including city councils and other governing bodies. **Media Relations** Share crimes solved in the local media with the help of our PR team.

*Full-service implementation and ongoing maintenance do not apply to Flock Safety Falcon Flex™ devices.

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References



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Customer References

Each of the law enforcement agencies listed below are current Flock Safety customers and partners who have purchased and deployed our hardware and software throughout their respective areas with significant success. They have agreed to speak with prospective Flock Safety contracting entities to answer questions about their experience using Flock Safety to reduce and prevent crime.

References	
Agency	**Point of Contact**
Santa Maria Police Department Santa Maria, CA	Daniel Cohen Commander [redacted]
Lompoc Police Department Lompoc, CA	Allen Chisholm Lieutenant [redacted]
San Luis Obispo Police Department San Luis Obispo, CA	Chad Pfarr Lieutenant [redacted]

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Scope



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APPENDIX A – SPECIFICATIONS

• Camera must be 1080p or higher resolution
Flock Safety complies, 1080p recording

• Camera must be IP67 rating or higher and operate in conditions -10F to 125F
Flock Safety complies

• Allow for direct AC/DC power as such at the top of a light pole
Flock Safety complies

• Allow for direct mounting to a pole or similar structure
Flock Safety complies

• Must support Verizon or FirstNET LTE or higher sims for internet connectivity
Flock Safety complies

• Video accessible via web portal or mobile iOS or Android App
Flock Safety complies

• Video searches using enhanced search functions such as by vehicle, person, or other options a plus
Flock provides a standard VMS experience with the ability to search for video based on time, date, and timeline view. Additional abilities available such as Guardian Mode (autonomous people/vehicle tracking), Off-hours people detection alert, Visual Search



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• Pan-Tilt-Zoom option a plus
Flock Safety complies. PTZ condors require AC power, Solar condors do not.

• Option for up to one year of video retention
Flock Safety complies, with data aging capabilities past 30 days.

• Provide option for self-install or install by vendor/manufacturer with costs included for installation
Flock Safety technicians will install any and all hardware.

• One year warranty with options for extended warranty out to 5 years
Flock Safety complies, maintenance and service is included for the duration of the contract. Hardware is leased as a subscription.

• Contract for one year with renewal options for up to 4 years.
Flock Safety complies

• Multiple vendors may be awarded contract.
Flock Safety complies

Flock Safety will provide for the County of San Luis Obispo (1) Flock Safety Condor PTZ camera, (1) Solar Condor camera, and access to FlockOS software portal. The quantity of Condor cameras are subject to change based on the County's needs. The Solar Condor will be supplemented with a solar panel and included in the lease will be a dedicated Flock team and installers for deployment. Flock Safety will create a Deployment Plan based on the desired areas of coverage and assist with any permitting requirements. This is a turnkey solution of install, maintenance, support, and onboarding.

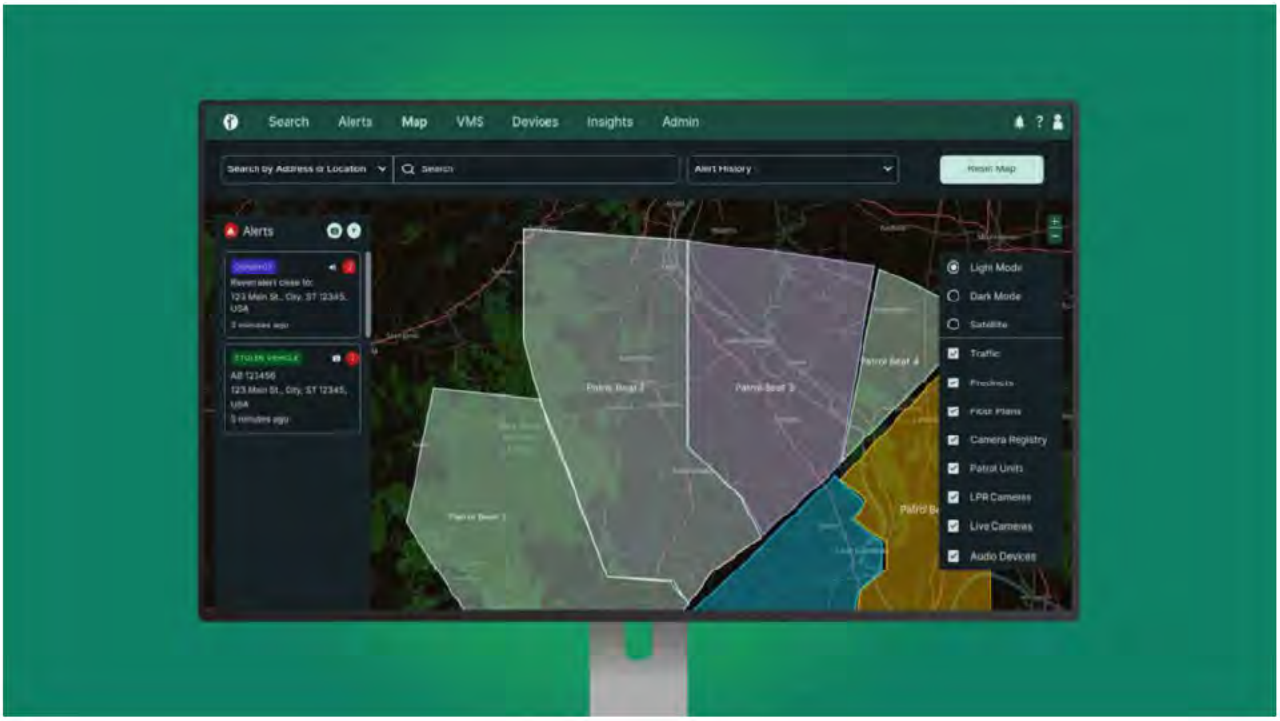
The Flock Operating (FlockOS) system will allow an unlimited number of users to access County devices and view live video. Role based access control can be provisioned to limit access based on groups.

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Software

The Flock Safety software, referred to as FlockOS®, is a comprehensive public safety platform designed to help solve more crime and keep communities and officers safe.

The platform seamlessly integrates both Flock Safety and third-party devices and systems across video, LPR, and audio detection to empower law enforcement with real-time alerts, evidence, and situational awareness on any computer, Mobile Data Terminal (MDT), or mobile device in a single operational view. This subscription-based software solution can be customized to your specific needs through the combination of various tiers and add-ons as outlined below.



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Live Video - Condor

Elevate Situational Awareness with AI-Powered Video for Safety and Efficiency

Flock Safety Condor live video is a subscription-based, maintenance-free hardware solution for law enforcement agencies looking to bolster their situational awareness and operational efficiency. With Condor's high-resolution live and recorded footage, coupled with AI enhancements, law enforcement can improve response strategies, enhance safety, and accelerate case resolutions.

Much like Flock Safety Falcon® LPR is AI-enabled with Vehicle Fingerprint® technology, which recognizes unique vehicle attributes, so suspect vehicles can be located even when a plate isn't visible, Condor video is AI-enabled with Visual Alerts. Visual Alerts identify and match suspect vehicles across your entire camera network based on visual similarity. That means law enforcement can retrieve a vehicle of interest across multiple cameras in FlockOS® without toggling between multiple feeds, assisting with the coordination of safer real-time vehicle pursuits.

Visual Alerts reduce the number of vehicles users must review during a real-time search or pursuit by 95% across all nearby Condor live video cameras.



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Flock Safety Condor PTZ Camera



Live and recorded video with remote PTZ controls and 25X optical zoom. Ideal for open areas like intersections and parks.

- AC Power + LTE Connectivity

Camera

DIMENSIONS

Length: 11.6″ | Height: 6.5″ | Width: 6.5″

Power

AC VOLTAGE

120V AC

CONSUMPTION

Consumption: 41W Peak

Camera Mount

DIMENSIONS

Height: 7.9″ | Width: 9.1″

Compute Box

DIMENSIONS

Length: 13.15″ | Height: 15.95″ | Width: 7.9″ | Weight: 19.5 lbs

MOUNTING

Adjustable band clamps to existing pole or infrastructure at 12-30′

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Flock Safety Condor™ Fixed with Solar Power



Fixed live and recorded video with remote digital zoom controls. Ideal for places with limited power infrastructure and lots of foot traffic (parks, parking lots, walking paths,etc.)

Camera

FPS 1-30	**RESOLUTION** 720p / 1080p
MIN. ILLUMINATION Color: 0.001 Lux, Grayscale: 0 Lux (with IR)	**WDR** 120dB
SENSOR 1/1.8" CMOS Sensor	**FIELD OF VIEW (H)** 92.3°
DAY/NIGHT IR-cut filter with auto switch	**FIELD OF VIEW (V)** 48.5°
BUILT-IN IR Yes	**FIELD OF VIEW (D)** 111°
STORAGE 30 Days	

Power

SOLAR PANEL 65W or 100W	**AC VOLTAGE** 120V AC / 240V AC / 277V AC
EXTERNAL BATTERY 292Wh external battery capacity	**SYSTEM CONSUMPTION** ~5W, dependent on usage

Connectivity

CELLULAR CARRIER OPTIONS Cellular 4G + 5G with carrier FirstNet. Other carriers coming soon Optional, to be implemented: Wifi 6E, Ethernet	**ESIM CAPABILITY** *COMING SOON*

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Mounting

SYSTEM MOUNTING	MOUNTING OPTIONS
Direct screw mount to solar panel apparatus Permanent band clamps as needed	Solar or AC & Existing Pole Solar or AC & Flock Pole Solar or AC Wall Mount

Dimensions & Weight

Compute Box

DIMENSIONS	WEIGHT
10.1" x 7.5" x 4.8"	4.6 lbs

Solar

DIMENSIONS	WEIGHT
28" x 21.26 x 6" (depth variable depending on mount type)	18 lbs

Camera & Mount

DIMENSIONS	WEIGHT
7.8" x 5.8" x 4.2"	3.5 lbs

External Battery

DIMENSIONS	WEIGHT
9.7" x 4.7" x 4.5"	5.9 lbs

Total System Weight (not including pole)

WEIGHT
Assuming one camera, one external battery - 32 lbs



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Work Plan/Technical Services



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Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations a few months after locations have been finalized, more time can be required as noted in the timeline below:

REVIEW LOCATIONS

Confirm Camera Locations With Your Sales Representative

FLOCK: Your sales representative and/or Solutions Consultant will present several viable options for camera locations

CUSTOMER: Review Deployment Plan & approve camera locations

PLEASE NOTE: If Public Works is required to move forward, please obtain approval

FINALIZE LOCATIONS

Prepare For Finalized Camera Locations

FLOCK: Confirm Deployment Plan and signed agreement. Flock will move forward with next steps for locations that don't need permits (minimum 5 locations needed to move forward with partial installation)

CUSTOMER: Prepare the below items, as needed:

- If permits are required, begin application process
- If a pole needs to be installed, hire a contractor to install
- If existing or new pole isn't wired for AC power, hire an electrician / street dept.

STEP 1

Conduct On-Site Survey (If Needed)

FLOCK: For existing infrastructure, a separate site survey visit is not needed. But if the customer has had a pole installed or needs review of AC power, Flock technician conducts a site survey to (1) evaluate/reconfirm continuous AC power access, (2) check field of view for the video camera, (3) evaluate/reconfirm cellular service in the area.

PLEASE NOTE: If the initially determined locations don't meet Flock standards, we will evaluate a new location, obtain customer approval, and redo a site survey. This may push the timeline for implementation.

STEP 2

Schedule Installation

FLOCK: Flock will (1) ship any site-specific material that the technician does not have locally (2) schedule the installation date.

PLEASE NOTE: As Flock Safety Condor camera installs are typically 20ft or higher, a bucket truck will be required and traffic control as needed per the Deployment Plan

STEP 3

Install, Validate, & Power Cameras

FLOCK: At time of installation, the Flock technician will confirm that cameras are capturing footage well and functioning properly. Your Onboarding Specialist will then give you full access to the system along with helpful training resources.

CUSTOMER: Coordinate with the electrician / street department to make the final AC powered connection to the compute box (if needed). Discuss with Flock if there would be an opportunity to add this service to your contract for an additional fee.

ONGOING - AS NEEDED

Finalize Any Installation Needs

FLOCK: While we typically complete installs within 6-8 weeks of finalizing locations, delays may occur due to external factors. In these instances, we will continue to work through this process until your cameras are fully operational.

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Implementation Service Briefs: Existing Infrastructure vs Customer Installed Pole

	Existing Infrastructure Install	Customer Installed Pole
Pole	Existing	Customer Installed
Timeline	Short	Variable
Cost	Lowest	Variable

Please Note: Locations where the customer will be installing a pole have the same scope of work for Flock as an existing infrastructure install. Please work with a contractor to meet the minimum pole diameter and height requirements for Condor.

We recommend a pole with 4" or larger diameter and a height of around 20' (pole height based on customer use case). Regarding footing or structural elements, Flock does not provide any guidance as this is assessed by customer contractor.

Existing Infrastructure Implementation

COST: $750 per camera (one time cost)

Prices exclude AC power connection and/or electrician services

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the feasibility of a location (if needed)
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation includes the following:
  - Installation of AC powered compute box and camera on a suitable existing pole

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        - Existing infrastructure such as existing utility, light, and traffic signal poles with sufficient clearance for hardware attachment.
        - Compute box placed 12-14' high and no farther than 20' from camera
        - Flock will provide and mount the necessary hardware based on the existing pole type that a qualified electrician can connect to AC power following our install **Compute Box AC Power Handout**. Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel. Electrical work requiring a licensed electrician and associated costs, not included in the scope.
    - Camera placed at least 14' up to 30' on the pole
    - Access up to a 14' using an A-frame ladder or 30' using a bucket truck
    - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

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

- Mounting on mast arms (*not supported for Flock Safety Condor*)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
    - Standard, 12' above grade **Flock breakaway pole**
    - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/ connection requirements
- Custom engineered drawings
- Electrical work requires a qualified electrical worker or licensed electrician.

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- Flock will provide and mount the necessary hardware based on the existing pole type that a qualified electrician can connect to AC power, but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material) unless specified in the contract.

- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)



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AC Power Implementation: Flock vs Customer Responsibility

Condor **requires AC power and existing infrastructure.** While some customers may have staff that can do electrical installations and own their own poles, many will require a third party to perform this work. Flock offers electrical connection services on the most common installation types. There are two options for paying for electrical services, both which replace the standard implementation fee:

Incurred Fees:

YEARLY DEVICE ELECTRICAL SERVICE SUBSCRIPTION with $150 implementation fee	**$500**
ELECTRICAL SERVICE IMPLEMENTATION FEE	**$ 1,250**

If a location needs to be relocated at the customer's request and the new location also requires AC power, we charge a **$1,500 relocation fee.**

The four types of service are Power Tap Adapter, Aerial Hookup, In-Pole Power, or Underground Power. These options are subject to review for viability before moving forward. This may mean surveying the site before contract signature to collect information about the power availability at the installation site.

1. Power Tap Adapter

Included in scope:

Pulling power from a street light power tap. This is our preferred option as it's plugging into an existing socket.

Approved Installations:

- Light pole with open power tap adapter
- Consistent power to the pole

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2. Aerial Hookup

Included in scope:

Tapping into distribution lines from the utility.

Approved Installations:

- 120 or 240V AC
- Can work outside of the minimum approach distance of high voltage lines
- No visually damaged electrical infrastructure

3. In-Pole Power

Included in scope:

Tapping into existing power lines inside the pole.

Approved Installations:

- Constant 120 or 240V AC power is required. No centralized timing
- We have permission to cut and tap into power in the light pole.

4. Underground Power

Included in scope:

Pulling power underground from a traffic signal cabinet through conduit to a pole.

Approved Installations:

- We have a contact at the agency who will give us access to the signal cabinet
- We know that there is <120' of conduit from the signal cabinet to the pole.
- Note: these will require pre closed won site surveys to validate safety and feasibility

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Things to Consider When Selecting Locations



Compute Box & Camera (PTZ Or Fixed)

USE CASES

- Following vehicles across the city through multiple intersections.
- Keeping an eye on high crime areas with a wide field of view.

PLACEMENT

- PTZ cameras have 360 degree range of movement, but need to consider the 'blind spot' created by mounting on a pole.
- Fixed cameras capture vehicles and activity within the field of view where they are angled. Should consider desired field of view and zoom when determining distance from road and mounting height

MOUNTING

- The camera and compute box should be mounted on existing utility, light, traffic signal poles or customer installed poles.*
- The typical mounting approach is one per pole, but if there is sufficient clearance on the pole for both compute boxes and cameras they can be mounted 2 per pole.
- The compute box is designed to be pole mounted, but please review any other desired mounting types (e.g. hard-surface mounted, etc.) with your project manager. The minimum length requirement for Tapcon screws is 1 1/4" when mounting to hard surfaces.
- The preferred AC power connection is direct wire-in. In special cases can also support a light pole power tap or GFCI outlet**
- They will require adequate cellular service using AT&T FN.

* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Flock does not provide Electrical services unless specified in the contract. Once installed, the agency or community must work with an electrician to wire the cameras. No evidence will be collected until the AC connection is completed as there is no battery in the camera or compute box.

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Pricing

This proposal will contain (1) Flock Safety Condor PTZ camera and (1) Flock Safety Solar Condor camera. The quantity of each device is subject to change based upon the County's preference and desired coverage.



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Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1585 Kansas Ave San Luis Obispo, California 93405

Ship To: 1585 Kansas Avenue San Luis Obispo, California 93405

Billing Company Name: CA - San Luis Obispo County Sheriff
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$3,000.00**
Flock Safety Video Products			
Flock Safety Condor ™ PTZ w/ LTE Service	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Condor Professional Services - Standard Implementation Fee	$750.00	1	$750.00

Subtotal Year 1:	$3,750.00
Annual Recurring Subtotal:	$3,000.00
Estimated Tax:	$0.00
Contract Total:	$3,750.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$3,750.00
Annual Recurring after Year 1	$3,000.00
Contract Total	$3,750.00

*Tax not included

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Budgetary Quote

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Bill To: 1585 Kansas Ave San Luis Obispo, California 93405

Ship To: 1585 Kansas Avenue San Luis Obispo, California 93405

Billing Company Name: CA - San Luis Obispo County Sheriff
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$3,250.00**
Flock Safety Video Products			
Solar Condor ™ Fixed	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Condor Professional Services - Standard Implementation Fee	$750.00	1	$750.00

Subtotal Year 1:	$4,000.00
Annual Recurring Subtotal:	$3,250.00
Estimated Tax:	$0.00
Contract Total:	$4,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$4,000.00
Annual Recurring after Year 1	$3,250.00
Contract Total	$4,000.00

*Tax not included

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Appendix



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Key Personnel

	Contact	Roles + Responsibilities
	**Jake Sherman** Territory Sales Manager (TSM) [redacted]	Sales, contracts, procurement, and legal, primary contact pre-sale
	**Kyle Turner** Customer Success Manager (CSM) [redacted]	User training, product and service support, primary contact post-sale
	**Hailey Spessard** Project Manager (PMO) [redacted]	Site surveys, permitting, device installation
	**Bryan Robbins** Solutions Consultant (SOLCON) [redacted]	Deployment strategy, device mapping

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APPENDIX C – CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

Type: Lobbying and Influencing
Sources: 31 U.S.C. § 1352 - Byrd Anti-Lobbying Amendment / 2 CFR part 200, Appendix II(J) / 49 CFR part 20, Appendix A
Description: Consultants and contractors that apply or bid for an award of $100,000 or more must certify 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 another award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The undersigned bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 sub-awards at all tiers (including subcontracts, sub-grants, 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.

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Docusign Envelope ID: 84B921FA-547C-42B3-9382-101A43F1C8B8

Signed by:
Mark Smith
Signature
General Counsel
Title
9/27/2024
Date

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Docusign Envelope ID: 7744A1ED-A0B8-4EB8-9017-66B112D75F1A

APPENDIX D – RISK ASSESSMENT QUESTIONNAIRE
(Required Submittal)

1. List the full names of any partners, owners, officers or other persons occupying a position of authority or responsibility in your organization, as well as their Unique Entity ID (SAM) number.

Unique Entity ID (SAM) Number	**Organization**
QDLLBKCGL851	Flock Group Inc.
N/A	Garrett Langley (Individual)
N/A	Matrix Partner
TBW7MGPYURM7	Axon Enterprise
N/A	Meritech Capital Partners
N/A	Bedrock Capital
N/A	Initialized Capital
N/A	Andreesen Horowitz
*An "owner" is an entity or individual that has 5% interest or more in the company. This percentage represents individuals and entities that are able to influence the management and direction of the company.	

NOTE: A Unique Entity ID (SAM) number is not required but must be listed if the entity has one.

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2. Have the individual(s) in item #1 been subject to bankruptcy, insolvency or receivership proceedings in the last five (5) years? Yes ❒ **No** ☒ If yes, please enclose details.

3. Has your business/company/organization filed for bankruptcy within the last five (5) years? Yes ❒ **No** ☒ If so, please enclose details.

4. Has your business/company/organization/individual(s) in item #1 ever had a contract for the general type of services/product sought by the County terminated for non-compliance or inadequate performance? Yes ❒ **No** ☒ If yes, please enclose details.

5. Has your business/company/organization/individual(s) in item #1 ever defaulted on a contract for the general type of services/product being sought by the County?

   Yes ❒ **No** ☒ If yes, please enclose details.

6. Has there been, in the last five (5) years, or is there now pending or threatened, any litigation, arbitration, governmental proceeding or regulatory proceeding involving claims in excess of $100,000 with respect to the performance of any services or the provision of any product by your business/company/organization/individual(s) in item #1? **Yes** ☒ No ❒ If yes, please enclose details.

On March 4, 2024, a Complaint was filed in US District Court, Eastern District of North Carolina, against PHD Energy and Flock Group Inc ("Flock") by the Phoenix Insurance Company, the insurance company for East West who performs manufacturing and assembly of Flock cameras, alleging negligence by Flock, in particular, that Flock failed to exercise reasonable care with respect to its manufacturing instructions and directions provided to East West regarding the assembly of Flock cameras at East West facilities. Flock disputes the claim, has timely filed its answer and is vigorously

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defending the matter.

7. Has your business/company/organization/individual(s) in item #1 ever defaulted in fulfilling all of its obligations relating to the payment of county taxes, fees, or other obligations?

   Yes ☐**No** ☒ If yes, please enclose details.

8. In the last five (5) years, has your business/company/organization/individual(s) in item #1, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? **Yes** ☒ No☐If yes, please enclose details.

A Temporary Restraining Order and a Civil Complaint were filed in Wake County court in North Carolina against Flock Safety by the North Carolina Alarm Systems License Board ("NCASLB") on March 3, 2024. The court issued an preliminary injunctive order pursuant to which Flock can install and service cameras in North Carolina provided that Flock uses a third party who has a license with the NCASLB on October 31, 2024. The parties agreed to the order, and have been working together to ensure that Flock obtains its license with the NCASLB. Flock submitted and completed all of the requirements to procure a license. The NCASLB held its regularly scheduled board meeting on July 19, 2024 during which the NCASLB approved the license for Flock. The parties are working to ensure that the TRO and Civil Complaint are dismissed with the court.

9. In the last five (5) years, has your business/company/organization/individual(s) in item #1 been debarred or suspended for any reason by any federal, state or local government or refrained from bidding on a project due to an agreement with such governmental agency? Yes ☐**No** ☒If yes, please attach a full explanation.

10. In the past five (5) years, has your business/company/organization/individual(s) in item #1 had its surety called upon to complete any contract, whether

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government or private sector? Yes ☐**No** ☒ If yes, please enclose details.

11. In the past five (5) years, has your business/company/organization/individual(s) in item #1 had a revocation, suspension or disbarment of any business or professional permit and/or license? **Yes** ☒ No☐If yes, please enclose details.

There have been two instances where Flock Safety has had a professional license temporarily suspended for one day: (1) State of Washington General Contractor's License and (2) California Contractors State License Board (CSLB). These temporary suspensions occurred in the ordinary course of business and were the result of strictly administrative delays. The release of Flock Safety's updated certification of insurance (COI) by its Broker to the state agencies responsible for issuing the licenses listed above (Washington State Department of Labor and Industries and Department of Consumer Affairs respectively) was delayed by one day due to Flock increasing insurance limits. The suspension was lifted as soon as the state agencies responsible for issuing the licenses listed above processed Flock Safety's updated COI.

12. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes ☐**No** ☒ If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

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flock safety

Signature

THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION.

Dated this 25th day of September of the year 2024

Name of organization: Flock Group Inc. d/b/a Flock Safety

Signature: Signed by: Mark Smith AC8C9214549G2RF3...

Printed Name and title: General Counsel & Secretary

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APPENDIX F – PROPOSER CHECKLIST

Please check to ensure all documents listed below are included with your submittal.

Technical Proposal

(Required)..... ☒ (Including resumes)

Risk Assessment Questionnaire

(Required)..... ☒

Certification Regarding Lobbying

(Required)..... ☒

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rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declaration and Endorsements pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to: San Luis Obispo County

Contracting Department Name, Division/Section

Contracting Department Address

Attention: Name and Title of Department Contact

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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EXHIBIT B

SPECIAL CONTRACT TERMS

(FLOCK'S MASTER AGREEMENT PROVISIONS)

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group Inc. ("***Flock***") and the County of San Luis Obispo ("***Customer***") (each a "***Party***," and together, the "***Parties***"). This Agreement is effective as of the date first set forth in the main county contract ("***Effective Date***").

1. DEFINITIONS

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

1.1 "***Agreement***" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.

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

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

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

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

1.6 "***Effective Date***" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

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

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

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

1.11 "***Footage***" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 "***Integration Data***" means any distribution of data from a Customer requested third party integration.

1.13"***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.14 "***Permitted Purpose***" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 "***Term***" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

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

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services,

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(such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

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

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

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

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if 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 Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to

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the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or 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.

3. CUSTOMER OBLIGATIONS

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

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

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4. DATA USE AND LICENSING

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

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

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

4.4 **Data Distribution**. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, "Recipient"). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock's standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces ("APIs") is not included under this Agreement. Any rights, licenses, or obligations

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related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to

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discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) 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; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

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6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 **Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement,

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the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

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

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

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

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

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

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED

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DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

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

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS 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 LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

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

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

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

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting,

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removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

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

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

11. MISCELLANEOUS

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

11.2 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

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

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

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of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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EXHIBIT C

FLOCK'S SERVICE AGREEMENT ORDER FORM

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flock safety

ORDER FORM

This order form (**"Order Form"**) hereby incorporates and includes the terms of the previously executed agreement (the **"Terms"**) which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement"**). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the **"Effective Date"**)

Customer:	CA - San Luis Obispo County Sheriff	Initial Term:	24 Months
Legal Entity Name:	CA - San Luis Obispo County Sheriff	Renewal Term:	12 Months
Accounts Payable Email:	mhart@co.slo.ca.us	Payment Terms:	Net 30
Address:	1585 Kansas Ave San Luis Obispo, California 93405	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$69,000.00**
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	19	Included
Flock Safety Video Products			
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	11	$7,150.00

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Professional Services - Advanced Implementation Fee	$1,900.00	2	$3,800.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	6	$900.00
Professional Services - Electrical Implementation Fee	$1,250.00	4	$5,000.00

Subtotal Year 1:	$85,850.00
Annual Recurring Subtotal:	$69,000.00
Estimated Tax:	$0.00
Contract Total:	$154,850.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:
• This term will be extended automatically for three (3) additional one-year terms under the same terms and conditions, unless either party gives the other notice of non-renewal in writing (30) days prior of the expiration of the then existing term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$85,850.00
Annual Recurring after Year 1	$69,000.00
Contract Total	$154,850.00

*Tax not included

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EXHIBIT D

INSURANCE REQUIREMENTS

A. MINIMUM SCOPE OF INSURANCE. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form Number CA 00 01 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation**. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

   (Not required if Contractor provides written verification it has no employees.)

4. **Technology Professional Liability (Errors and Omissions) Insurance.** Policy shall include appropriation to the Rave's profession, with limits not less than **$2,000,000** per occurrence or claim, **$4,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Rave in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.

5. **Cyber Liability Insurance.** Policy will be written on an occurrence basis with minimum limits of **Five Million Dollars ($5,000,000).**

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

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B. OTHER INSURANCE REQUIREMENTS. The insurance policies above are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage.** For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by *the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall* not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

3. **Excess or Umbrella Policy.** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions(SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

4. **Notice of Cancellation.** For each insurance policy required above shall not be canceled, except with notice to the County, provided by Contractor.

5. **Failure to Maintain Insurance.** Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

6. **Waiver of Subrogation.** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

7. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured

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parties. The County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. The policy must also provide that Defense costs, including the Allocated Loss Adjustment expenses, will satisfy the SIR or deductible.

8. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

9. **Claims Made Policies**. If any of the required policies provide coverage on a claims-made basis:

    a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

    b) Insurance must be maintained and evidence of insurance must be provided for at least **five (5) years** after completion of the contract of work.

    c) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

11. **Verification of Coverage.** Contractor shall furnish the County with **original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declaration and Endorsements pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

    Certificates and copies of any required endorsements shall be sent to:

    County of San Luis Obispo
    1585 Kansas Ave.
    San Luis Obispo, CA 93405
    Phone: 805-781-1965
    Email: vhavandjian@co.slo.ca.us
    Attention: Varham Havandjian

12. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

13. **Special Risks or Circumstances.** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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EXHIBIT E

Appendix 1

FEDERAL REQUIREMENTS

1. **Termination of Contract for Cause.** If Contractor (1) fails to perform Contractor's duties to the satisfaction of the County, or (2) fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or (3) violates any of the terms or provisions of this Contract, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice to the Contractor. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed and accepted by the County prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability, if any, shall not exceed the amount payable to Contractor under this Contract.

2. **Termination for Convenience.** County may terminate this Contract at any time by giving the Contractor thirty (30) days prior written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all accepted goods and work satisfactorily completed and accepted by County prior to the effective date of the termination. Termination of this Contract may be effectuated by the Sheriff of the County of San Luis Obispo without the need for action, approval or ratification of the Director of the Department of Central Services or the Board of Supervisors.

3. **Contract Work Hours and Safety Standards Act.** The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (a) through (d) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of the Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

   (a) 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 work week 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.

   (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(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

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of the clause set forth in paragraph (b)(1) of this section, in the sum of $29 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 (b)(1) of this section.

(c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 (b)(2) of this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) 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 (a) through (d) of this section.

In addition to the clauses contained in paragraph (6), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

4. **Rights to Inventions.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the non-Federal entity must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements). The regulation at 37 CFR § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of

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parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

5. Clean Air Act and Federal Water Pollution Control Act.

(a) Clean Air Act.

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.

The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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.

(b) Federal Water Pollution Control Act.

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.

The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the pass-through entity, if applicable, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. 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.

6. Debarment and Suspension.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's 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).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the recipient. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the recipient, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

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The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. **Mandatory Disclosures.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially effecting the Federal award described in 2 C.F.R. § 200.113. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339 Remedies for noncompliance, including suspension or debarment.

8. **Byrd Anti-Lobbying Amendment.** Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

   If applicable, contractors must sign and submit the following certification to the County with each bid or offer exceeding $100,000:

   EXHIBIT B: Certification for Contracts, Grants, Loans, and Cooperative Agreements (attached).

9. **Procurement of Recovered Materials.** Where the purchase price of the item is greater than $10,000, or the value of the items purchased in the preceding fiscal year was greater than $10,000:

   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—

   Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or

   At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

   The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

   (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

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(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2)

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of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

11. **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

12. **Executive Order N-6-22 – Russia Sanctions.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. Should the State or County determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

13. **Access to Records.** The Contractor agrees to provide the County, the pass-through entity, if applicable, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access

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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.

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.
The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County 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 the Comptroller General of the United States.

14. <u>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</u>

(a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) 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;
(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; and
(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

15. <u>Inflation Adjustment of Acquisition – related dollar threshold (</u>Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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EXHIBIT B

Appendix 2

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

Type: Lobbying and Influencing
Sources: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment / 2 CFR Part 200, Appendix II(I) / 49 CFR Part 20, Appendix A
Description: Consultants and contractors that apply or bid for an award of $100,000 or more must certify 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 another award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The undersigned bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 sub awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 no less than $10,000 and no more than $100,000 for each such failure.

Signed by:
Mark Smith
AC5C931454C24F3...
Signature

General Counsel
Title

6/18/2025
Date

In compliance with the Disaster Recovery Act of 2018, the County of San Luis Obispo and the Proposer acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United State.