Purchase Order

Fiscal Year 2021 | Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 21000377-00

Unless otherwise specified herein, prices are F.O.B. destination (inside delivery as applicable), with freight prepaid and included.

BILL TO

PSHQ
PUBLIC SAFETY HEADQUARTERS
2565 OLD MILTON PKWY
ALPHARETTA GA 30009

VENDOR

FLOCK GROUP INC
2588 WINSLOW DR
ATLANTA GA 30305

SHIP TO

PUBLIC SAFETY HEADQUARTERS
2565 OLD MILTON PKWY
ALPHARETTA GA 30009

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
+1 844-900-0732		210404	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
01/27/2021	3435	06/30/2021		PUBLIC SAFETY

Line#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	SOFTWARE MAINTENANCE/SUPPORT				
1	FLOCK SAFETY - WING IMPLEMENTATION FEE AND ANNUAL FLOCK WING Q4 VEHICLE FINGERPRINT INTEGRATION FOR EXISTING CAMERAS.	5680.00	DL	$1.000	$5,680.00

Authorized By Chona G. Harris
Director of Finance

VENDOR COPY

PO Total **$5,680.00**

CITY OF ALPHARETTA, GA

- IMPORTANT INFORMATION FOR VENDORS -

1. Purchase order # shall appear on all invoices, shipping notices, and packages.
2. Name and address of the ordering department shall appear on all invoices and shipping notices.
3. Include detailed packing list with each shipment.
4. Send separate invoice for each shipment.
5. No cash-on-delivery (C.O.D.) shipments accepted.

- TERMS AND CONDITIONS -

1. DEFINITIONS: The term "Purchaser" means City of Alpharetta and the term "Seller" means the person, firm or corporation from whom the merchandise has been ordered.
2. GENERAL INFORMATION: The Seller, without the written consent of the Procurement Officer (or his/her designee), shall not make any changes, alterations, or variations in the terms of the purchase order ("order"). No terms stated by Seller in accepting or acknowledging this order shall be binding upon Purchaser unless accepted in writing by Purchaser. Seller may not assign this order without Purchaser's prior written consent.
3. TIME IS OF THE ESSENCE: If it appears Seller will not meet required delivery schedule, Seller must promptly notify Purchaser in writing and, if requested by Purchaser, ship via air or expedited routing to avoid or minimize delay to the maximum extent possible, the added cost to be borne by Seller.
4. ERRORS: In case of error in calculating or typing, the quoted unit price will be used as basis for correction.
5. FREIGHT: Unless otherwise specified herein, prices are F.O.B. destination (inside delivery as applicable), with freight prepaid and included.
6. INSPECTIONS: All merchandise is subject to the Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If the merchandise fails to comply with the specifications imposed by Purchaser or is otherwise of an unsatisfactory condition, the Purchaser may return said merchandise to Seller at Seller's expense. Payment for material on this order shall not constitute acceptance.
7. DISCOUNT PERIOD: It shall be understood that the cash discount period to purchaser will date from receipt by Purchaser of acceptable goods and invoice and not from date of invoice.
8. SUBSTITUTIONS: No substitutions or changes in this order (includes unit prices) will be accepted unless approved in writing by the Procurement Officer (or his/her designee).
9. EXCISE AND SALES TAXES: The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the vendor when submitting claim for payment. (Sales Tax Exemption 301-682441/ Federal Tax Identification 58-6011454).
10. WARRANTIES: Seller warrants that all materials, equipment and services provided under this order are subject to all warranties arising by operation of law and additionally conform to the specifications imposed by Purchaser; all parts and materials are of a good marketable quality, of latest model and current date, exclude surplus remanufactured and used products unless so specified by Purchaser and are fit for the known purpose for which they are sold.
11. PATENTS, TRADEMARKS AND COPYRIGHTS: The Seller warrants that the equipment and/or materials furnished on this order do not infringe any patent, registered trademark or copyright, and agrees to hold City of Alpharetta as Purchaser, harmless, in the event of any infringement or claim thereof.
12. TITLE: Seller warrants that the merchandise is free and clear of all liens and encumbrances and that Seller has a good and marketable title to same.
13. COMPLIANCE WITH LAWS AND REGULATIONS: The Seller by acceptance of this order warrants full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend Purchaser against any loss, cost, liability or damage by reason of Seller's violation of this paragraph.
14. INDEMNIFICATION: All services to be rendered or performed under this agreement will be rendered or performed entirely at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless Purchaser and all its officers, agents, employees or otherwise from any and all liability, loss or damage that they may suffer as the result of claims, demands, actions, damages or injuries of every kind or nature whatsoever by or to any and all persons or property -- including reasonable attorneys' fees -- or judgments against them which result from, arise out of, or are in any way connected with the services to be rendered or performed by the Seller under the terms of this order.
15. CANCELLATION: Purchaser reserves the right to cancel this order, or any part thereof, at any time, without penalty, and shall be the sole judge of its decision to cancel this order. Such cancellation may be based upon the failure of Seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified, or for any other reason.
16. COMPLIANCE: Purchaser may at any time insist upon strict compliance with these terms and conditions, not withstanding any previous custom, practice, or course of dealing to the contrary.
17. MSDS: Material Safety Data Sheet to be included with shipment of any material requiring this documentation per OSHA regulations.
18. If the above conditions are not acceptable, please advise the Purchaser on receipt of the order and prior to making delivery.
19. Sellers that have not received payment in accordance with the terms and conditions of this order should contact Purchaser in writing at City of Alpharetta Finance Department, 2 Park Plaza, Alpharetta GA, 30009. Notice shall include purchase order #, City department receiving delivery, and copy of the invoice.