

**CITY OF GREENVILLE  
STATE OF SOUTH CAROLINA  
REQUEST FOR PROPOSALS**

**RFP NO. 21-3746**



**LICENSE PLATE RECOGNITION  
(LPR) SYSTEM**

**DUE: DECEMBER 10, 2020**

**2:00 PM**



**CITY OF GREENVILLE  
STATE OF SOUTH CAROLINA  
REQUEST FOR PROPOSALS  
RFP NO. 21-3746**

**SEALED PROPOSALS** will be received until **2:00 p.m. ET, December 10, 2020**. All qualified firms are invited to submit proposals to the City of Greenville for the following:

**License Plate Recognition (LPR) System**

**SUBMITTAL:** Proposals for this solicitation will be accepted via email ONLY. All requested documentation must be received **NO LATER THAN 2:00 p.m. ET, December 10, 2020**

**EMAIL SUBJECT:** RFP NO. 21-3746 – *Offeror/Firm Name*  
A confirmation email will be sent following the 2pm deadline and a list of respondents will be posted on the City’s website on the Bid Postings page. **Emails will not be opened until after 2pm.** For confirmation of receipt prior to 2pm send a separate email without an attachment.

**DEADLINE FOR QUESTIONS OR CLARIFICATIONS:** 2:00 p.m. ET, December 2, 2020

**E-MAIL:** [mdiaz@greenvillesc.gov](mailto:mdiaz@greenvillesc.gov)

**PRE-PROPOSAL MEETING:** N/A

Any revisions to this Request for Proposals will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the RFP will be posted on the City of Greenville website at: <http://www.greenvillesc.gov/bids.aspx>. **All offerors should consult this website for updates before submitting proposals.**

**DEADLINE ENFORCED**  
Proposals received after the time and date set for receipt of proposals **WILL NOT** be accepted. It is the offeror’s responsibility to ensure timely delivery of their proposal. Telephone or facsimile proposals will not be accepted.

From time to time, the Purchasing Division may have to release written changes to a solicitation due to an inadvertent error or omission on the part of the City or to an inquiry from an interested vendor during the question phase of the solicitation. No changes to the published terms and conditions, scope of work, minimum requirements, or insurance and bonding requirements will be considered unless they are submitted in compliance with the deadline for the questions or clarification phase of the solicitation. Any changes to the published terms and conditions, scope of work, minimum requirements, or insurance and bonding requirements will be published in a formal, written addendum. The City is not obligated to make any changes to the published solicitation based on an inquiry from a vendor. The City will not consider "red-line" amendments to any contract with the successful bidder, as all requests for changes must be posed in the question phase and accepted in a formal addendum. The City reserves the right to negotiate with the successful bidder in order to comply with budgetary allocations.

Any offer submitted as a result of this solicitation shall be binding on the offeror for **NINETY (90) CALENDAR DAYS FOLLOWING THE SPECIFIED OPENING DATE**. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

During the performance of the contract, the contractor shall comply with any and all applicable federal, state or local laws, rules, and regulations relating to a drug-free workplace.

If the offeror discovers any ambiguity, conflict, discrepancy, omission or other errors in the RFP, offeror shall immediately notify the City of such error in writing and request modification or clarification of the document. The offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP, or it shall be deemed waived.

**Proprietary and/or Confidential Information**

Your proposal is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be exempt from disclosure under the FOIA in the City's sole discretion. If you cannot agree to this standard, please do not submit your proposal.

All information that you desire to be treated as confidential and/or proprietary must be **CLEARLY AND SPECIFICALLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. ***All information not so noted and identified may be disclosed by the City.*** Blanket-type identification by designating whole pages or sections as containing confidential and/or proprietary information will not ensure confidentiality.

This Request for Proposals is being issued by the City of Greenville Purchasing Division. Direct all questions or requests for clarification of this RFP in writing to the e-mail address shown on page one (1) of this invitation.

**Current E-mail Address Required**

All proposals submitted shall include a current e-mail address. Once selected, Notice of Intent to Award shall be posted on the City's website; and Notice of Intent to Award, and notices of non-award, shall be sent to all offerors via e-mail. No hard copy notices will be sent via regular mail.

Offerors are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal.

**Required Affidavits**

Firms submitting proposals are required to include all affidavits found at the end of this Request for Proposals. If any of the affidavits are not applicable, N/A is an acceptable response.

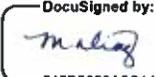
**Protest of Solicitation or Award**

Solicitation – Section 2.6. A. of the City of Greenville Procurement Policy allows any prospective bidder, offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the Purchasing Administrator within ten (10) calendar days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto. Any protest shall be in writing, submitted to the Purchasing Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

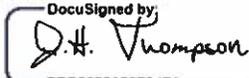
Award – Section 2.6. B. of the City of Greenville Procurement Policy allows any actual bidder, offeror, contractor who is aggrieved in connection with the intended award or award of a contract to protest to the City Manager within ten (10) calendar days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to the City Manager, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

The words “Bidder”, “Offeror”, “Proposer”, “Vendor”, and “Contractor” are used interchangeably throughout this RFP, and are used in place of the person, firm, or corporation submitting a proposal.

Dated at Greenville, South Carolina this 12 day of November, 2020.

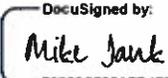
BY:   
647D5008A6C14CF...  
Maribel Diaz, CPPB, Lead Buyer  
City of Greenville, SC

Reviewed By:

  
EDD8000A93F04FA...  
Police Chief

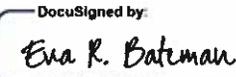
11/12/2020

Date

  
708620708A5D47E...  
Risk Manager

11/12/2020

Date

  
8E211A2FA9734F5...  
Legal Department

11/12/2020

Date

DocuSigned by:  
*Matt Egid*  
44920B1667064DE  
\_\_\_\_\_  
OMB Director

11/14/2020  
\_\_\_\_\_  
Date

DocuSigned by:  
*Rod Gray*  
0A0054947B884C6  
\_\_\_\_\_  
Purchasing Administrator

11/14/2020  
\_\_\_\_\_  
Date

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**CITY OF GREENVILLE, SOUTH CAROLINA**  
**GENERAL TERMS & CONDITIONS FOR REQUEST FOR PROPOSALS**

The City of Greenville, South Carolina (the “City”), is requesting proposals for the purchase and installation of license plate recognition (LPR) technology (the “Project”) as more fully described herein. The following terms and conditions shall apply to all proposals made with respect to the Project and shall be included in the contract executed between the City and the successful proposer.

**RIGHTS RESERVED BY CITY**

The City reserves the right to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

**INTERPRETATION AND ADDENDA**

All changes in specifications shall be in writing and furnished to all offerors. No verbal interpretation made to any respondent as to the meaning of this RFP shall be binding on the City. Offerors are cautioned that any statements made by the City staff that materially changes any portion of this solicitation shall not be relied upon unless they are subsequently ratified in writing and distributed as an addendum by the City. It shall be the offeror’s responsibility to acknowledge receipt of addenda and ascertain that its proposal includes all addenda. Failure to do so may deem an offeror’s proposal non-responsive.

**ACCEPTANCE OF PROPOSAL CONTENT**

Before submitting an offer, each offeror shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the offeror receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**SIGNATURE FORM**

Proposals shall include a signed RFP Signature Form. Proposals that do not include a signed RFP Signature Form will not be accepted as complete and shall not be considered. The RFP Signature Form must be signed in ink (not typed) in the appropriate space(s) by an authorized officer of employee of the offeror.

**ETHICS IN PUBLIC CONTRACTING AFFIDAVIT**

To comply with the provisions of Section 8-13-100 *et seq.* of the South Carolina Code of Laws, each offeror shall certify in writing and include with its proposal that its offer was made without fraud, that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with the offer, and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

Each offeror shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

**NONCOLLUSION AFFIDAVIT**

As part of its proposal, each offeror shall include the attached non-collusion affidavit, duly signed by a principal of the offeror certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the offerors. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

**CERTIFICATION OF COMPLIANCE WITH THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT**

Each offeror shall certify in writing and include with its proposal that, as to any contract subsequently entered into between the offeror and the City, the offeror will verify the employment status of any new employees, and require any subcontractors or sub-subcontractors performing services under such contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the South Carolina Code of Laws.

**NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

Non-resident companies receiving income from business conducted in the State of South Carolina are required to pay taxes to the State of South Carolina on that income. To facilitate this requirement, a nonresident offeror must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws, an offeror located outside of the State of South Carolina that receives a contract from the City must furnish to the City Form I-312, Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed. If an offeror is not presently registered with the appropriate state office, it may indicate the intent to do so should it be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue at (844) 898-8542.

**M/WBE GOALS AND PROPOSAL REQUIREMENTS**

City believes it is in the community's best interest to assist minority- and women-owned business enterprises (M/WBEs) to develop fully, in furtherance of the City's policies and programs which are designed to promote balanced economic and community growth. City adopts the State of South Carolina's goal for participation of M/WBEs: 10% of annual controllable procurement expenditures, which are defined as agreements between the City and its contractors to provide or procure labor, materials, equipment, supplies, and services to, for, or on behalf of the City.

Every offeror is required to complete the attached OMB Form 5A (City of Greenville Identification of M/WBE Participation), OMB Form 5B (City of Greenville M/WBE Program Listing of the Good Faith Efforts), and the Small/Woman-Owned/Minority Business Enterprise Form.

**SMALL/DISADVANTAGED/MINORITY BUSINESS ENTERPRISES PROGRAM**

It is the policy of the City to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent

feasible. In connection with the performance of the contract to be awarded, each offeror agrees to show a good faith effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under the contract consistent with efficient performance of the contract.

“Small business enterprises” are those businesses that are defined in accordance with criteria established by the United States Small Business Administration (SBA). “Minority-owned business enterprises” are those businesses owned and controlled by one or more socially disadvantaged persons. Such persons include, but may not be limited to, Black Americans, Native Americans, Asian Americans, Hispanic Americans, American Eskimos and Aleuts. “Handicap business enterprises” are those businesses which are 51% owned and controlled by disabled persons. “Woman-owned business enterprises” are those businesses which are 51% owned and controlled by one or more women.

It is a goal of the City to award a fair share of all contracts to small, minority, handicap, and woman-owned businesses, providing they are competitive. Accordingly, affirmative steps should also be used by contractors to assure that small, minority, handicap, and woman-owned businesses are utilized whenever possible as sources for supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified small, minority, handicap and woman-owned businesses on solicitation lists;
2. Assuring that small, minority, handicap, and woman-owned businesses are solicited whenever they are potential sources;
3. When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum participation of small, minority, handicap, and woman-owned businesses;
4. When requirements permit, establishing delivery schedules which will encourage participation by small, minority, handicap, and woman-owned businesses;
5. Using the services and assistance of the U.S. Small Business Administration (SBA) and State Offices for Minority and Women Business Enterprises, as required; and
6. If any subcontracts are to be let, City will require the prime contractor to show good faith efforts in the affirmative steps indicated above.

#### **DETERMINATION OF RESPONSIBILITY**

City may make such investigation as it deems necessary to determine the ability of an offeror to furnish the required services, and the offeror shall furnish to the City all such information and data for this purpose as the City may request. City reserves the right to reject any proposal if the evidence submitted or investigation of such offeror fails to satisfy the City that offeror is properly qualified to carry out the obligations of a contract and to deliver the services contemplated therein. Offerors will fully inform themselves as to the conditions, requirements, and scope of work before submitting their proposal. Failure to do so will be at the offeror’s own risk.

#### **QUALIFICATIONS-BASED SOLICITATION**

Negotiations shall be conducted beginning with the offeror whose qualifications are deemed to

rank highest among all offers received in response to this solicitation. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations with the offeror ranked second shall be conducted.

#### **REQUIREMENTS OF THE CONTRACTOR**

The Contractor shall (i) have the professional qualifications, experience, expertise, and personnel to timely perform the Project, (ii) have the requisite licenses, certifications, and permits from all public entities having jurisdiction over Contractor or the Project and shall maintain such licenses, certifications, and permits during the term of the Project, (iii) become familiar with the Project site and the local conditions under the Project is to be performed, (iv) comply with all instructions and shall perform services in a manner commensurate with professional standards by qualified and experienced personnel performing the same or similar services in the same or similar location, and (v) assume full responsibility to City for the improper acts and omissions of its contractors, consultants, or others, if any, employed or retained by Contractor in connection with the Project.

#### **RESPONSIBILITY OF THE CITY**

Among other things, the City will provide Contractor access to all information in City's possession that City reasonably determines is necessary for Contractor to perform the Project. The Administrator will coordinate with Contractor, and facilitate coordination with other City personnel, as reasonably necessary to allow Contractor to adequately perform the Project.

#### **CITY OF GREENVILLE BUSINESS LICENSES**

The Contractor shall secure and pay for any and all licenses, permits, and certificates that may be necessary for proper execution and completion of the contract, and which are legally required when proposals are received or negotiations concluded.

Specifically, Contractor must obtain all business license(s) required by the Greenville City Code and Ordinances. A City Business License is not required to submit a proposal however, any offeror that receives an award under this RFP shall be required to obtain a City Business License before work can begin. For further information on the provisions of the City Business License Regulations and their applicability to this contract, contact the Greenville City Business License Division at 864-467-4504 or [revenueblcontracts@greenvillesc.gov](mailto:revenueblcontracts@greenvillesc.gov).

Contractor shall inform all of its sub-contractors and/or sub-consultants performing services hereunder that a like business license requirement applies to them, and Contractor shall further disclose the names and addresses of all of Contractor's sub-contractors performing services hereunder to City's Business License Division at [revenueblcontracts@greenvillesc.gov](mailto:revenueblcontracts@greenvillesc.gov) or 864-467-4504.

#### **COMPLIANCE WITH LAWS**

**General.** Contractor, in the performance of work under the Contract, shall fully comply with all applicable federal, state, county, or municipal laws, rules, regulations, ordinances, including the Americans with Disabilities Act ("ADA") and the regulations promulgated thereunder, including ADA Title II, and shall hold the City harmless from any liability resulting from failure of such compliance.

Equal Employment Opportunity. Contractor and all subcontractors, suppliers, and vendors shall comply with all federal, state, county, or municipal laws, rules, regulations, ordinances, and orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under such orders will result in suspension of periodic progress payments. Contractor shall ensure unlimited access to the Project sites for all equal employment opportunity compliance officers.

Employment Discrimination. During the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of Contractor. Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

Compliance with the South Carolina Illegal Immigration Reform Act

Contractor shall verify the employment status of any new employees, and require any subcontractors or sub-subcontractors performing services under the Contract to verify the status of any new employees, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the South Carolina Code of Laws.

Compliance with Anti-Discrimination Provisions of Section 11-35-5300, Code of Laws of South Carolina, 1976. If the Contract shall have a total potential value of \$10,000.00 or more, and/or unless such goods and/or services are offered to City for at least 20% less than the lowest certifying business, then, by entering into the Contract, Contractor certifies to City that Contractor is not currently engaged in, nor will it engage in, the boycott of a person or entity based in or doing business with World Trade Organization members and/or those with which the United States has free trade or other agreements aimed at ensuring open and nondiscriminatory trade relations, with the understanding that failure to make such affirmative certification shall affect an automatic termination of the Contract.

**INDEMNIFICATION**

Contractor shall indemnify, defend, and hold City, and its respective officers, officials, contractors, employees, agents, and representatives (collectively, "Indemnitees"), free and harmless from and against any and all losses, injuries, death, damages, liabilities, claims, deficiencies, demands, actions, suits, judgments, interest, awards, penalties, fines, costs or expenses of any kind or nature, including reasonable attorneys' fees and costs, the costs of enforcing any right to indemnification hereunder, and the costs of pursuing any insurance providers (collectively, "Losses"), arising out of or occurring in connection with (i) any claim for property damage or personal injury, including death, to the extent resulting from or arising out of the negligence or willful misconduct of Contractor, its subcontractors, employees, agents, or representatives under the Agreement, or (ii) any claim that City's or an Indemnitee's use or possession of any goods or use of any services hereunder infringes or misappropriates the patent, copyright, trade secret, or other intellectual property right of any third party. Notwithstanding Contractor's obligation to defend City, at Contractor's sole cost and expense, hereunder, City shall have the option to appear and defend such action or claim on its own behalf. Contractor shall not enter into any settlement without City's prior written consent. The foregoing indemnity shall survive the expiration or termination of the Contract.

**INSURANCE**

The Contractor shall procure and maintain insurance for the duration of this Contract against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with, the performance of the work hereunder by the Contractor, its subcontractors, employees, agents, or representatives for not less than any limits of liability shown below with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful offeror.

**Certificate of insurance must be included in the proposal.**

- 1. Commercial General Liability: Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of Contractor and against all claims resulting from damage to any property due to any act or omission of Contractor, its subcontractors, employees, agents, or representatives in the operation of the work or the execution of the Contract.

Contractor shall maintain general liability coverage required for a period of not less than five years after final completion of the Project. General liability coverage must include products or completed operations coverage.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property, such as wire, conduits, pipes, etc., caused by Contractor's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and  
Property Damage .....\$1,000,000 per occurrence

- 2. Comprehensive Automobile Liability: Contractor shall maintain automobile liability insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in the Contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the Project. The minimum amounts of automobile liability insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and  
Property Damage .....\$1,000,000 Combined Single Limit

- 3. South Carolina Workers' Compensation Insurance: Contractor shall maintain workers' compensation insurance for all of Contractor's employees who are in any way connected with performance under the Contract. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against City, its officers, officials, employees, agents, and representatives.

South Carolina Workers' Compensation .....Statutory Limits

Employers' Liability Insurance .....\$500,000 Each Accident  
\$500,000 Disease Each Employee  
\$500,000 Disease Policy Limit

- 4. Cyber Security Liability: Contractor shall maintain cyber security liability insurance for protection against all claims arising from cyber breaches including, but not limited to, notification of data breaches, help restoring personal identities, damage to electronic data and computer systems, identity recovery protection and data compromise protection. The minimum amount of cyber security liability insurance shall be as follows:

Cyber Security Liability.....\$1,000,000

Contractor shall provide the City with a certificate(s) of insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Certificates showing proof of such insurance shall be submitted to City prior to commencement of services under the Contract by email to [inscerts@greenville.gov](mailto:inscerts@greenville.gov). Further, it shall be an affirmative obligation upon the Contractor to advise City by e-mail to [inscerts@greenville.gov](mailto:inscerts@greenville.gov), within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of the Contract.

The general liability policy is to contain or be endorsed to name the City, its officers, officials, employees, agents, and representatives as additional insureds as respects the liability arising out of the activities performed under the Contract. Such coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Contractor or its insurers are responsible for payment of any liability arising out of workers' compensation, unemployment, or employee benefits offered to its employees. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII and licensed to do business in the State of South Carolina, unless otherwise acceptable to the City. Contractor shall not self-insure in satisfaction of any insurance requirement hereunder without the express, written approval of City. Contractor shall insure that its subcontractors hereunder comply with the insurance requirements set out herein, and when requested by the City, Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Should Contractor cease to have insurance as required during any time, all work by Contractor pursuant to the Contract shall cease until insurance acceptable to the City is provided.

**Deductibles, Co-Insurance Penalties, & Self-Insured Retention:** Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

**TERMINATION OF THE CONTRACT**

**Termination by City for Convenience.** City, in its sole discretion, may terminate this Contract, in whole or in part, at any time without cause by providing at least 30 calendar days' prior written notice to Contractor, specifying the extent to which performance of the work under the Contract

is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, Contractor shall incur no further obligations in connection with the work on the Project, and Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts and settle any liabilities and claims arising out of the termination of such orders or subcontracts. City may direct Contractor to assign Contractor's right, title, and interest under termination orders or subcontracts to the City or its designee. Contractor shall transfer title and deliver to City such completed or partially completed work and materials, equipment, parts, fixtures, information, and Contract rights as Contractor has. When terminated for convenience, Contractor shall be compensated as follows:

1. Contractor shall submit a termination claim to City specifying amount due because of the termination for convenience, including costs, pricing, or other data. Contractor shall have one (1) year from the effective date of termination to file a termination claim, and if Contractor fails to file a claim, City shall pay Contractor in accordance with (3) below.
2. City and Contractor may agree to the compensation, if any, due to Contractor.
3. Absent agreement to the amount due to Contractor, City shall pay the following amounts:
  - a. Contract prices for labor, materials, equipment, and other services accepted under the Contract;
  - b. Reasonable costs incurred in preparing to perform, and in performing, Project work prior to the time of termination, plus a fair and reasonable allowance for direct job site overhead and profit, though such profit shall not include anticipated profit or consequential damages; provided, however, that if it is determined that Contractor would not have profited or would have sustained a loss if the entire Contract had been performed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
  - c. Reasonable costs, if any, of settling and paying claims arising out of the termination of orders or subcontracts; provided, however, that such costs, if any, shall not include amounts paid in accordance with the other provisions hereof.

The total sum to be paid to Contractor under this provision shall not exceed the Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include any duplication of payment.

*Termination by City for Cause.* In addition to any other rights that City may have hereunder, this Contract may be terminated, in whole or in part, by City on written notice to Contractor, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective (i) if Contractor materially breaches any provision of this Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor within 15 calendar days after Contractor's receipt of written notice of such breach, or (ii) if Contractor (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial party of its property or business. Upon termination of the Contract for

cause, City may assume possession of the Project site and of all materials and equipment at the site and may complete the Project work. In such situation, Contractor shall not be paid further until the Project work is complete. After final completion has been achieved, if any portion of the Contract Price remains after the cost to City of completing the Project, including all costs and expenses of every nature incurred, has been deducted by City, such remainder shall belong to Contractor. If there is a deficit, Contractor shall pay and make whole City for such cost. This obligation for payment shall survive the termination of the Contract. In the event the termination for cause is subsequently determined by a court of competent jurisdiction to have been without cause, such termination shall then be deemed a termination for convenience and the provisions of that section shall apply.

*Termination by City for Non-Appropriation.* Notwithstanding anything herein to the contrary, the Contract shall be subject to immediate cancellation without damages or further obligation when funds are not appropriated (or are appropriated and subsequently withdrawn) or otherwise made available to support continuation of performance of the Contract in a subsequent fiscal period or appropriated year.

*Termination by Contractor.* If City repeatedly fails to perform its material obligations to Contractor for a period of 30 calendar days after receiving written notice from Contractor of its intent to terminate hereunder, Contractor may terminate performance under the Contract by written notice to City. In such event, Contractor shall be entitled to recover from City as though City had terminated Contractor's performance for convenience as described above.

## **RECORDS**

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of Contractor, or any subcontractor of Contractor, shall be made available to City for inspection and copying upon written request by City. Furthermore, such documents shall be made available, upon request by City, to any federal, state, local, or other regulatory authority, and any such authority may review, inspect, and copy such records. Such records shall include, but shall not be limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project. Such records expressly include those documents reflecting the cost of project to Contractor. Contractor shall maintain and protect these documents for no less than four years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

## **MISCELLANEOUS**

*Independent Contractor.* Contractor shall at all times be considered an independent contractor of City hereunder, and neither Contractor nor its subcontractors, employees, agents, or representatives shall, under any circumstances, be considered employees of City. City shall not be legally responsible for negligence or other wrongdoing, either intentional or unintentional, by Contractor or Contractor's subcontractors, employees, agents, or representatives. City shall not deduct from payment to Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or other amounts for benefits to Contractor. Further, City shall not provide to Contractor any insurance coverage or other benefits, including workers' compensation coverage, normally provided by City for its employees.

Notices. All notices or other communications required hereunder shall be in writing and shall be deemed given effectively if delivered personally, delivered by an express courier (with confirmation), mailed by certified or registered mail (return receipt requested), sent via facsimile (with confirmation), or delivered by email (with confirmation) to the named party at the address provided or at such other address as may be designated by either party in writing to the other party by like notice.

Entire Agreement. The Contract (including any schedules, exhibits, addenda, or attachments hereto, and the other documents and instruments referred to in the Contract) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the Project.

Governing Law; Venue. The Contract and the rights, obligations, and remedies of the parties hereto shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina. Venue for the resolution of all disputes regarding the terms of the Contract or the performance thereunder, whether in law or in equity, shall be exclusively in the federal or state courts of Greenville County, South Carolina.

Severability. If any part or provision of the Contract is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts of the Contract.

Non-Waiver. Failure by the City or Contractor at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions or any subsequent breach. Such failure to enforce shall not affect the validity of the Contract, or any part thereof, or the right of the City or Contractor to enforce any provision at any time in accordance with its terms.

Assignment. Contractor shall not assign, transfer, convey, or otherwise dispose of any award or any or all of its rights, title, or interest in the Contract, in whole or in part, without the prior written consent of the City.

Successors and Assigns. The rights and obligations of the City and Contractor herein shall inure to, and be binding upon, the respective successors and permitted assigns of the parties hereto.

### **PUBLIC RECORD**

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the City Purchasing Division, from 8:00 a.m. to 5:00 p.m. ET, Monday through Friday, at 206 South Main Street, 7th Floor, City Hall, Greenville, South Carolina.

### **FOIA REQUESTS**

Pursuant to the South Carolina Freedom of Information Act (FOIA), City will provide copies of records in its custody unless the records are exempt from disclosure under S.C. Code Ann. §30-4-40. Additional information regarding FOIA requests can be found [here](#).

# **REQUEST FOR PROPOSALS FOR LICENSE PLATE RECOGNITION (LPR) SYSTEM RFP NO. 21-3746**

---

## **1. INTRODUCTION**

### **1.1 General**

The City of Greenville desires to enhance public safety by installing license plate recognition (LPR) technology across key areas as a forensic tool to solve crimes after they occur and as a proactive tool. The units will record the exterior of vehicles for the purpose of capturing license plates.

The requirement is that the LPR system will alert the Greenville Police Department (GPD) on vehicle license plates that have been entered into a national database for one or more violations or alerts of Missing Persons. The system must alert officers via software, text message, and/or email. The proposed system must be able to recognize characters on license plates, convert optical capture image of license plate to digital data and run recognized license plates against the national database. The system should have the capability to generate agency entries for license plates related to local, on-going investigations.

The proposed installation locations will be identified through a data driven analytical process. The City will work with the awarded contractor to identify suitable locations and identify several alternative locations, if the primary locations are deemed unsuitable.

The City will only accept proposals from Proposers that will serve as the prime contractor for the project. The Proposer shall not assign or transfer any work either in whole or in part, without prior written approval of the City.

### **1.2 Term**

The term of the contract shall be one (1) year with the option of the City to extend for up to four (4) additional one-year extensions. Renewal for each successive year shall be based on acceptable contract performance under the terms of the contract and mutual agreement by both parties.

## **2. SCOPE OF WORK**

The contractor will be expected to review the location plan with GPD, and determine a primary and secondary location for each installation location; install up to 25 units; locate pole placement and complete 811 review for each; install and secure unit poles; and adjust and calibrate units for use. The City reserves the right to add additional LPR units and/or poles in the future.

The Project is required to achieve the following objectives:

Analytics software shall be available for Police Department staff and must be cloud-based. Contractor will be responsible for ensuring reliable connectivity, software patches and maintaining communication connectivity needs.

Permitting and Installation phase will be completed by Proposer and will include installation of all required License Plate Recognition System infrastructure (cameras, poles, power, hardware brackets and all necessary components for external performance). Proposer shall provide a Project Manager that must be able to meet with City staff at least once every week during project implementation.

All external installed equipment must be operational regardless of weather, daylight, or nighttime conditions except for hurricane force winds.

Proposer will install units to provide functional coverage with a 95% or greater capture rate from installed LPR System camera(s) equipment. Proposal must certify that system will operate in this fashion.

The proposed system shall include units that have the capability to read up to two (2) lanes of traffic. Each lane should be monitored adequately with proposed equipment.

Proposer must provide unlimited technical support during normal business hours as well as, software enhancements. Proposer shall provide phone support, email support and have ticketing system for follow up of support events. Proposer shall describe in detail service level support.

The City requires a response time to the City designee within four (4) hours of notification.

## **2.1 General Requirements**

Units must be reliable, inconspicuous, and shall have a solar power capability option. Units shall be motion-activated and shall be able to interact with similar community or Home Owners Association cameras. The LPR system must be National Crime Information Center (NCIC) and Criminal Justice Information Services (CJIS) approved.

## **2.2 Support, Service, and Maintenance Requirements**

- Device shall include a no-fault warranty.
- Initial installation of the cameras and system to be completed by vendor, or training of City staff to install (training of staff should be at no additional cost).
- The vendor shall provide training of the system or application as part of the cost.
- The vendor shall be responsible for maintenance in the case of issues with the camera device.
- The vendor shall provide routine technical support during normal business hours. Normal business hours shall be Monday-Friday, 8am to 5pm EST.
- The vendor shall provide emergency technical support outside of normal business hours (weekends, nights, and holidays). If there is a cost for support after normal

business hours, it needs to be listed in the response.

- The vendor shall provide camera or related hardware repair within 12 business days of being contacted.
- System shall have the ability to push configurations and firmware upgrades wirelessly and without any user intervention.

### **2.3 Data Management, Ownership, and Security**

- The solution shall provide a means by which the video will be authenticated as unedited, such as by a watermark or other means. List any watermarking or stamping methods your system provides for authenticating original video.
- The system shall be able to retain and preserve footage for a minimum of 30 days.
- All captured data from the device will be non-proprietary and the sole ownership of the purchasing party.
- The system shall automatically delete all footage past the retention period of 30 days.
- The data storage system shall be CJIS compliant.
- Any request to delete footage shall include all copies.
- Cloud storage must be sufficient to handle current data capacity and have the ability to expand or grow as needed.

### **2.4 License Plate Reader (LPR) Camera Requirements**

- The camera device shall be able to capture and detect license plates during the day and at night.
- The camera shall be able to capture and search by non-reflective license plates during the day (i.e. temporary tags).
- The solution shall be extensible, allowing for the addition of new cameras to the existing system.
- The camera device shall be mountable on a variety of poles, trailers, vehicles, etc.
- The unit size should be less than 12" in length, 8" in height, and 5" in width.
- The camera device shall be tamperproof and resilient to standard wear and tear.
- The device and mount must be capable of staying in position in different environmental conditions.
- The camera devices shall limit who can turn the device on and off.
- The recognition capabilities could be expanded to other camera sensors (CCTV) of in-vehicle cameras.
- The camera device shall be able to capture vehicles traveling up to 55 mph.
- The unit support poles shall meet National Highway Traffic Safety Administration

(NHTSA) or Department of Transportation breakaway specifications.

- The camera device shall support either direct or solar power using a solar panel no larger than 24x30".
- The minimum battery life in the case of a temporary loss of power should be five days.
- The camera device shall have the ability to protect data from being overwritten in the event that an offload fails or cannot be conducted.
- LPR cameras must have a line of sight of two lanes or less.
- Focal distance of the camera should allow reliable image capture between 50 and 80 feet.
- Image capturing capacity should have a minimum of 10,000 per day.
- Latency between image capture and alert should average at 60 seconds (recognizing that time of day and number of vehicles may affect the latency rate).

## **2.5 User Interface Requirements**

- The system shall provide a single interface to footage of cameras. This should include cameras owned by other law enforcement agencies or private entities.
- The system shall be able to search, access, and retrieve footage up to the 30-day retention period.
- Footage shall include metadata for indexing and searching.
- The system shall provide the ability to search footage for a specific license plate and/or partial plate.
- The system shall allow filtering of footage based on footage location.
- The system shall allow filtering of footage based on date and time of capture.
- The system shall allow for filtering of footage by advanced vehicle features (i.e. color, build, etc.).
- The system shall provide a confidence level for detections (i.e. license plate, color, object type, etc.).
- The web-based client shall support for searching of footage on desktop, tablet, and mobile devices.
- The system shall allow for downloading of relevant footage.
- The system shall provide a means for local law enforcement to receive real time alerting/notifications based on "Hot Tag" hits.
- The system shall integrate with the NCIC "Hot List" and keep the list updated at a relevant cadence with the purpose of providing alerts to local law enforcement.
- The system shall allow for the creation, management, and alerting on additional custom "hot list" records unique to local law enforcement agency.

- Notifications shall be via push notifications on user device and/or email.
- The system shall be accessible and usable in vehicles, where applicable.
- Additional "Hot List" notification and records shall be manageable at the individual user and organization level.
- The vendor's solution shall have a web-based client that is provided by the vendor.
- The web-based client shall support the latest Internet browsers.
- The web-based client shall require proper user authentication.
- The system shall allow for temporary/revocable access to be given to users when applicable.
- The system shall allow for relevant user management and the assigning of administrative privileges.
- The software must be able to provide user-friendly, pre-defined reports, and the ability to export data and/or reports in a variety of formats, including Excel, Word or PDF formats.

### **3. PROPOSAL SUBMISSION**

#### **3.1 Submission Details**

**RESPONSE TO THIS REQUEST FOR PROPOSALS MUST INCLUDE THE FOLLOWING:**

Offerors interested in this project must submit their response via email per the instructions on the Invitation and must include the items specifically enumerated in section 3.2.

#### **3.2 Proposal Development**

##### **A. Required content of proposal**

Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Non-responsive proposals will not be considered for award, nor displayed on any tabulation/summary sheet prepared by the City.

All costs incurred by the Proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to an offer of award, shall be borne entirely and exclusively by the proposer.

The City of Greenville reserves the right to issue a contract without further negotiation using the information contained in the RFP. Failure of a prospective contractor to accept this method of contract development will result in cancellation of the award.

##### **B. Proposal format**

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can

systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. The proposal must address all the points outlined herein as required, in the following order.

**1. Transmittal Letter:** A transmittal letter must be submitted with the proposal which shall include:

- a. The RFP subject and number.
- b. Name of the firm responding, including mailing address, e-mail address, telephone number, and names of contact person or persons.
- c. The name of the person or persons authorized to make representations on behalf of the Proposer, binding the firm to a contract.
- d. A statement that addresses why proposer would be in the best posture to deliver the required services.

**2. Project Qualifications and Experience**

- a. Provide a brief description of the firm, organization structure, location of principal offices, number of professionals that would be included in this project and their roles.
- b. Provide the name and relevant experience of the project manager who will have direct and continued responsibility for the project. This person will be the contact on all matters dealing with the project and will handle all day-to-day activities from project initiation to completion.
- c. Provide a minimum of three (3) project descriptions of previous work completed by the project team for similar scope, size, and applications. Include a reference (name of person, organization, telephone number, email address, project location) and brief project description for each project.

**3. Training**

Provide a description of all training and consultation services provided with the proposed LPR system. Training shall be provided at a City location or via web interface.

**4. Cost Proposal**

The proposer shall furnish and install all material, equipment, software, systems, and components necessary for a "turn-key" operation, and the successful proposer shall be responsible to include all component(s) cost within the proposal for each unit. Cost proposal shall include a breakdown of all fees associated with the proposed LPR system including, but not limited to,

implementation fees, training fees, programming, yearly maintenance, customer software support fees, annual fees, warranty, etc. Please specify if there is an additional cost for support after normal business hours.

**The cost proposal shall be submitted as a separate file (separate from the proposal), clearly marked "COST PROPOSAL".**

#### **4. PROPOSAL EVALUATION CRITERIA**

- 4.1** The City will evaluate proposals based on the criteria outlined within this section, which shall be applied to all eligible, responsive proposals in selecting the successful Proposer.

The City reserves the right to disqualify any proposal for, but not limited to; proposals deemed as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the qualifications of the proposer as required.

Award of any contract may be made without discussion with Proposers at the conclusion of the evaluation process. The City reserves the right to cease contract negotiations if it is determined that the proposer cannot perform services specified in their response.

- 4.2** Proposal evaluation criteria will be grouped into percentage factors as follows:

- A. Understanding of the project's scope of services, technical knowledge of the firm, ability, expertise and depth of the firm and key personnel. **(Maximum 45 points)**
- B. Related experience and past performance for similar agencies on similar projects. Provide three (3) recent examples of similar projects for government agencies. **(Maximum 40 points)**
- C. Cost proposal. **(Maximum 10 points)**
- D. Compliance with City's Minority and Woman Owned Business Goal **(5 points)**  
Particular consideration will be given to the proposal that best exemplifies compliance with the City's Minority and Woman Owned Business Goal. The additional points will only be given to proposals with the prime consultant that meets the City's Minority and Woman Owned Business criteria.

#### **5. SELECTION PROCESS**

An evaluation committee shall be formed to review and evaluate the proposals. The evaluation committee shall complete evaluation forms giving consideration to information provided in the proposals.

The evaluation committee may elect to interview firms short-listed but reserves the right to award the contract based upon the City's review and ranking of proposals. If the City chooses to short-list and interview for this project, 15 additional points per evaluator will be allocated for this phase, and these points will be added to the totals from the initial review phase.

## **PROPOSAL SUBMISSION SHEET**

The following documents must be included with the Proposal. Omission of any one may be reason for disqualification.

1. RFP Signature Form (must be signed in ink)
2. Cost Proposal (submitted as a separate file)
3. Certificate of Insurance showing present coverage
4. Copy of the Offeror's City Business License (A Business License is not required to submit a proposal, however, if an award is made the offeror shall obtain a City Business License before work can begin.)
5. Ethics in Public Contracting Certification
6. Non-Collusion Affidavit
7. Certification of Compliance with the South Carolina Illegal Immigration Reform Act
8. Sub-contractor/Sub-consultant Participation form
9. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
10. Small / Woman-Owned / Minority Business Enterprise Form
11. OMB Form 5A
12. OMB Form 5B

**RFP SIGNATURE FORM**  
**CITY OF GREENVILLE**  
**STATE OF SOUTH CAROLINA**  
**RFP NO. 21-3746**

**OFFEROR'S NAME:** \_\_\_\_\_

The undersigned, having become familiar with the existing conditions and the Scope of Services, hereby proposes and agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

**Offeror** warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Offeror** to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Offeror** has not directly induced or solicited any other **Offeror** to submit false or sham proposals; **Offeror** has not solicited or sought by collusion to obtain for itself any advantage over any other **Offeror** or over Owner.

**Offeror** has examined all documents and of the following addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

**The words "Bidder", "Offeror", "Proposer", "Vendor", and "Contractor" are used interchangeably throughout this solicitation and are used in place of the person, firm, or corporation submitting a solicitation.**

1. City of Greenville Business License Number \_\_\_\_\_

2. Name of Insurance Carriers:

Liability _____	Expires _____
Property Damage _____	Expires _____
Workers' Compensation _____	Expires _____
Professional Liability _____	Expires _____

3. Offeror's Information:

Company Name \_\_\_\_\_

Post Office Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Street Address \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

\*Signature of Offeror's Representative \_\_\_\_\_

**Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the Offeror.**

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

Title \_\_\_\_\_ Date \_\_\_\_\_

### ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

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

1. He/She is \_\_\_\_\_ (title) for/of \_\_\_\_\_ (company/business), the Bidder that has submitted the attached Bid;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
3. He/She is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is made without fraud;
5. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subcontractor in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY/BUSINESS

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

ITS: \_\_\_\_\_  
TITLE

Notary Public for \_\_\_\_\_ (state)

My commission expires \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Greenville, SC or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) \_\_\_\_\_

\_\_\_\_\_  
(title)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(signature)

My commission expires \_\_\_\_\_





1350



STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE

**NONRESIDENT TAXPAYER REGISTRATION  
AFFIDAVIT INCOME TAX WITHHOLDING**

**I-312**  
(Rev. 5/18/15)  
3323

**Mail to: The company or individual you are contracting with.**

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: \_\_\_\_\_

2. Trade Name, if applicable (doing business as):  
\_\_\_\_\_

3. Mailing Address: \_\_\_\_\_

4. Federal Employer Identification Number (FEIN): \_\_\_\_\_

5. \_\_\_\_\_ Hiring or Contracting with:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Receiving Rentals or Royalties From:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue:

Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-8-550 (temporarily doing business or professional services in South Carolina) or Code Section 12-8-540 (rentals) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44(B)(6)(a)(i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

\_\_\_\_\_  
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) \_\_\_\_\_  
Date

If Corporate officer, state title: \_\_\_\_\_

\_\_\_\_\_  
(Name - Please Print)

33231028

**INFORMATION  
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

**Submit this form to the company or individual you are contracting with.**

**Do not submit this form to South Carolina Department of Revenue.**

**PURPOSE OF AFFIDAVIT**

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

**REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS**

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Our Internet address is: [www.dor.sc.gov](http://www.dor.sc.gov)

<b>SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM</b>		
<b>YOUR COMPANY'S CURRENT STATUS</b>	<b>SUPPLIER BUSINESS CLASSIFICATIONS</b>	
<p>Is this a small business?</p> <p style="text-align: center;">Yes                  No</p>	<p>A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)</p>	
<p>Is this a woman-owned business?</p> <p style="text-align: center;">Yes                  No</p>	<p>A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.</p>	
<p>Is this a minority-owned business?</p> <p style="text-align: center;">Yes                  No</p> <p>If Yes, please indicate minority group:</p> <p><input type="checkbox"/> Asian American                  <input type="checkbox"/> Black American</p> <p><input type="checkbox"/> Hispanic American    <input type="checkbox"/> Native American</p>	<p>A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Native Americans.</p>	
<p>Is this a disabled-owned business?</p> <p style="text-align: center;">Yes                  No</p>	<p>A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.</p>	
<p>Is this a veteran-owned business?</p> <p style="text-align: center;">Yes                  No</p>	<p>A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.</p>	
<p>Is this a disabled veteran-owned business?</p> <p style="text-align: center;">Yes                  No</p>	<p>A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled.</p>	
<p>Are the individuals who own, control and operate this business U.S. citizens?</p>	Yes	No
<p>Is this business a non-profit organization?</p>	Yes	No
<p>Is this business incorporated?</p>	Yes	No

\* Submit copy of certification certificate, as applicable



**City of Greenville M/WBE Program  
Listing of the Good Faith Efforts (OMB Form 5B)**

Affidavit of \_\_\_\_\_  
(Name of Bidder/Proposer)

**I have made a good faith effort to comply under the following areas checked:**

- Contacted M/WBEs that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- Made the construction plans, specifications and requirements available for review by prospective M/WBEs, or providing these documents to them at least 10 days before the bids are due.
- Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
- Worked with M/WBE trade, community, or contractor agencies and organizations provide assistance in recruitment of M/WBEs.
- Attended prebid meetings scheduled by the City.
- Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- Negotiated in good faith with interested M/WBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a M/WBEs based on lack of qualification should have the reasons documented in writing.)
- Provided assistance to an otherwise qualified M/WBEs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBEs in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- Negotiated joint venture and partnership arrangements with M/WBEs in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- Provided quick pay agreements and policies to enable M/WBE contractors and suppliers to meet cash-flow demands.

**The undersigned hereby certifies that he or she has read the terms of the M/WBE commitment and is authorized to bind the bidder to the commitment herein set forth.**

Date: \_\_\_\_\_

Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



**CITY OF GREENVILLE**  
 P.O. BOX 2207  
 GREENVILLE, SC 29602  
 PH. (864) 467-4545  
 FAX (864) 467-4597

# PURCHASE ORDER

**PURCHASE ORDER**  
**No. 230554**

THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING PAPERS, INVOICES, AND CORRESPONDENCE RELATING TO THIS ORDER.

**INVOICE TO: CITY OF GREENVILLE**  
 ACCOUNTS PAYABLE DIVISION  
 P.O. BOX 2207  
 GREENVILLE, SC 29602  
 PH: (864) 467-4540

**VENDOR**  
 FLOCK SAFETY  
 1170 HOWELL MILL ROAD  
 STE 210  
 ATLANTA, GA 30318  
**ATTENTION: JONATHAN LOVE**

**SHIP TO**  
 CITY OF GREENVILLE  
 LAW ENFORCEMENT CENTER  
 GREENVILLE CITY P.D.  
 4 MCGEE STREET  
 GREENVILLE, SC 29601

<b>ORDER DATE</b>	<b>VENDOR NO.</b>	<b>F.O.B.</b>	<b>REQUISITION NO.</b>
12/07/2022	11127	DELIVERED	
<b>REQUISITIONED BY</b>	<b>TERMS</b>	<b>DEPARTMENT</b>	<b>DATE REQUIRED</b>
Jeneen Graham	NET 30	LAW ENFORCEMENT CENTER	12/31/2022

LINE #	PROJECT #	ACCOUNT	QTY	UOM	ITEM NO. & DESCRIPTION	UNIT COST	EXTENSION
1			25,000.00	DL	FALCON CAMERAS (20)	1.00	\$25,000.00
2			15,000.00	DL	IMPLEMENTATION FEES (20)	1.00	\$15,000.00
3			1,500.00	DL	SALES TAX	1.00	\$1,500.00
<b>TOTAL</b>							<b>\$41,500.00</b>

**REMARKS:**  
 City Contract No.

**NOTICE ALL PACKAGES AND INVOICES MUST SHOW PURCHASE ORDER NUMBER AND QUANTITY.**

THIS ORDER IS VALID ONLY FOR THE AMOUNTS ENTERED HEREON AT THE PRICES STIPULATED . NO DEVIATIONS PERMITTED FROM SPECIFICATIONS AND CONDITIONS STATED HEREIN.

BY Jordan Monroe  
 CITY OF GREENVILLE, BUYER

# flock safety

## INVOICE

Flock Group, Inc.  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-5988  
Date Issued: 12/2/2022  
Due Date: 1/1/2023  
Payment Terms: Net 30  
PO#:

**Bill To:**

SC - Greenville PD  
4 Mcgee St  
Greenville, South Carolina, 29601

**Notes:**

ITEMS	BEGIN DATE	END DATE	QTY	UNIT PRICE	SALES TAX	TOTAL
Falcon	12/2/2022	1/26/2025	20	25,000.00	\$1,500.00	\$26,500.00

This invoice does not necessarily reflect your contract dates.  
Your contract begins once your installation has been completed.

*Cameras*

**Subtotal:** \$25,000.00  
**Credit:** \$0.00  
**Sales Tax:** \$1,500.00  
**Total:** \$26,500.00

**Payment Remittance Information**

Click Online payment link below  
to pay by credit card or ACH/Wire Transfer

**Pay by Check:**

Payable to: Flock Safety  
Memo: INV-5988  
Mail to: PO Box 207576  
Dallas, TX 75320-7576

*If paying by check, please include a printed  
Copy of the invoice PDF with check payment.  
Payment should be sent via USPS.*

**Questions about your service or installation?** Contact [support@flocksafety.com](mailto:support@flocksafety.com)

**Questions about your invoice?** Contact [billing@flocksafety.com](mailto:billing@flocksafety.com)

**Online payment link:**

[https://invoice.stripe.com/i/acct\\_19rTICEaLZZMOldT/live\\_YWNjdF8xOXJlUaUNFYUxaWk1PaWRULF9NdW9VdGVoc2J2eDJIQ1RNV2NPOWpEZ1EzdElsb2hpLDYwNjI2ODEy02003Kvd7Abv?s=ap](https://invoice.stripe.com/i/acct_19rTICEaLZZMOldT/live_YWNjdF8xOXJlUaUNFYUxaWk1PaWRULF9NdW9VdGVoc2J2eDJIQ1RNV2NPOWpEZ1EzdElsb2hpLDYwNjI2ODEy02003Kvd7Abv?s=ap)

# flock safety

## INVOICE

Flock Group, Inc.  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-6068  
Date Issued: 12/3/2022  
Due Date: 1/2/2023  
Payment Terms: Net 30  
PO#:

**Bill To:**

SC - Greenville PD  
4 McGee St  
Greenville, South Carolina, 29601

**Notes:**

ITEMS	BEGIN DATE	END DATE	QTY	UNIT PRICE	SALES TAX	TOTAL
Professional Services - Advanced Implementation Fee	1/27/2023	1/26/2025	20	750.00	\$0.00	\$15,000.00

This invoice does not necessarily reflect your contract dates.  
Your contract begins once your installation has been completed.

**Subtotal:** \$15,000.00  
**Credit:** \$0.00  
**Sales Tax:** \$0.00  
**Total:** \$15,000.00

*Camera installation*

**Payment Remittance Information**

Click Online payment link below  
to pay by credit card or ACH/Wire Transfer

**Pay by Check:**

Payable to: Flock Safety  
Memo: INV-6068  
Mail to: PO Box 207576  
Dallas, TX 75320-7576

*If paying by check, please include a printed  
Copy of the invoice PDF with check payment.  
Payment should be sent via USPS.*

Questions about your service or installation? Contact [support@flocksafety.com](mailto:support@flocksafety.com)

Questions about your invoice? Contact [billing@flocksafety.com](mailto:billing@flocksafety.com)

**Online payment link:**

[https://invoice.stripe.com/i/acct\\_19rTiCEaLZZMOidT/live\\_YWNjdF8xOXJUaUNFYUxaWk1PaWRULF9NdW9XbiY5STAyRjV4THZyZHNTbU5pYXp2VUpFakRsLDYwNjI2OTEx02009HGgw2bS?s=ap](https://invoice.stripe.com/i/acct_19rTiCEaLZZMOidT/live_YWNjdF8xOXJUaUNFYUxaWk1PaWRULF9NdW9XbiY5STAyRjV4THZyZHNTbU5pYXp2VUpFakRsLDYwNjI2OTEx02009HGgw2bS?s=ap)

**FLOCK GROUP INC.**

PO Box 207576

Dallas, TX 75320-7576

**SAAS SERVICES AGREEMENT  
ORDER FORM**

This Order Form together with the SaaS Terms (as defined herein) describe the relationship between Flock Group Inc., a Delaware corporation, whose main office address 2588 Winslow Drive, Atlanta, Georgia 30305 ("Flock") and the customer identified below ("Customer") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "Terms and Conditions" attached hereto as Exhibit B (the "SaaS Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The SaaS Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

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

Customer: City of Greenville, South Carolina  
Address: 4 McGee Street, Greenville, South Carolina 29601

Contact: Kenneth C. Miller, Chief of Police  
Phone: 864-467-5310 or 864-520-4414  
E-Mail: [kmiller@greenville-sc.gov](mailto:kmiller@greenville-sc.gov)

Usage Fees: \$2000 per Year (the "Payment Period")  
Number of Cameras: 11

Term: 12 Months  
Renewal Term: None

Installation Fee (one-time) \$0  
Pole Fee (one-time) \$0

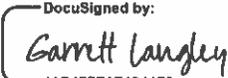
Billing Contact: Ms. Jeneen Graham  
Greenville Police Department  
4 McGee Street  
Greenville, South Carolina 29601  
864-467-4379  
[jgraham@greenville-sc.gov](mailto:jgraham@greenville-sc.gov)

Expected Payment Method: Invoice / Mailed check

**This Order Form incorporates those Terms and Conditions attached hereto as Exhibit B.**

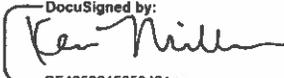
The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP INC:**

DocuSigned by:  
  
By: 4AB47FF1E1344F9

Name: Garrett Langley  
Title: Chief Executive Officer  
12/3/2019  
Date: \_\_\_\_\_

**CITY OF GREENVILLE, SOUTH CAROLINA:**

DocuSigned by:  
  
By: BF4350915250431...

Name: Kenneth C. Miller  
Title: Police Chief  
12/12/2019  
Date: \_\_\_\_\_

**Flock Group Inc.**

**Order Form  
Greenville, SC Police Department  
953447292**

City Approvers, Reviewers, and Receivers:

Approved as to Form:

  
**John E Garza**  
82769D40898949A  
Legal Department

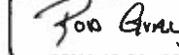
Reviewed by:

  
41A49000329242C  
OMB Director

Reviewed by:

  
70862C783A6D472  
Risk Manager

Received by:

  
CF3004261D3448B  
Purchasing Administrator

**EXHIBIT A**

**Statement of Work**

Installation of Flock Camera on existing pole or Flock-supplied pole if required; all hardware and software functionality, warranties and support, as represented in the master Agreement and Exhibit B, and as represented in Flock Safety's advertised marketing materials.

# Exhibit B

## Terms and Conditions for Flock Safety

### 1. DEFINITIONS

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

1.1 "**Authorized End User**" shall mean any individual employees, agents, or contractors of Customer accessing or using the Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

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

1.3 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

1.4 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 "**Flock IP**" will mean the Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided by Flock to Customer and/or its Authorized End Users in connection with the foregoing.

1.6 "**Footage**" means still images captured by the Hardware in the course of and provided via the Services.

1.7 "**Hardware**" shall mean the Flock Gate Cameras and any other Flock provided physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Hardware**" excludes the Embedded Software.

1.8 "*Installation Services*" means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 "*Services*" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 "*Unit(s)*" shall mean the Hardware together with the Embedded Software.

1.11 "*Web Interface*" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

## 2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Customer to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and user name ("*User ID*"). Flock will also provide Customer the Documentation to be used in accessing and using the Services. Customer shall be responsible for all acts and omissions of Customer and its employee Authorized End Users in accessing and using the Services; and Customer will require any Customer non-employee Authorized End Users, if any, to be responsible for their acts and/or omissions in accessing and using the Services. As between the parties hereto, any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, 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 installed on the Hardware by Flock; in each case, solely as necessary for Customer to use the Services.

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Term for Customer's internal purposes in connection with its use of the Services as contemplated herein.

**2.4 Usage Restrictions.** Customer will not, and will not knowingly permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.

**2.5 Retained Rights; Ownership.** As between the parties hereto, hereinafter sometimes referred to as the "Parties", subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and 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, provided that Flock shall not unreasonably cause interference with Customer's reasonable use of the Services in compliance with the rights of Customer set out herein during the term of this Agreement.

**2.6 Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of

Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Customer to access the Flock IP (each such suspension, in accordance with this Section 2.6, a "*Service Suspension*"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Customer's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension 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 Suspension, and Flock shall make commercially reasonable efforts to prevent such Service Suspension(s) from occurring as the result of Flock's negligence and/or willful misconduct.

## 2.7 Installation Services.

**2.7.1 Designated Locations.** Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Customer a "*Designated Location*"). If Customer selects one or more Designated Location(s) other than as advised by Flock, then Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to Designated Locations other than as advised by Flock. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to a Designated location other than as advised by Flock, or to a Designated Location as advised by Flock for other than reasons of poor reception and/or image capture, will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles.

**2.7.2 Customer's Installation Obligations.** Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose

of performing the installation work, hereinafter the "*Customer Installation Obligations*"). The City can only designate installations that are upon City property, within City rights of way, or on property with which the City has an agreement with the property owner that will allow the City to grant such rights to Flock. It is understood that the Installation Fees do not include any permits or associated costs, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Customer shall be solely responsible for the foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

*2.7.3 Flock's Installation Obligations.* The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time the Designated Locations are selected by Customer. Following the initial installation of the Hardware, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units. Customer understands and agrees that the Services will not function without the Hardware.

*2.7.4 Hardware is Property of Flock.* The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Should Customer default payment for the Services or any part thereof, and same not be remedied within thirty (30) calendar days' notice from Flock, then Flock shall have the right to remove the Hardware or any part thereof. 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 set out herein.

**2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, but not limited to, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless, and the parties hereto shall negotiate in good faith additional compensation, if any, to Flock as the result of such hazardous conditions and/or materials. If the parties hereto are not able to agree upon such additional compensation, if any, to Flock, then Flock shall not install such units at the subject location(s).

**2.9 Support Services.** Subject to the payment of the fees required hereunder, Flock shall monitor the performance of the Services and may, from time to time, advise Customer of suggested changes to the Services or to the Designated Locations which may improve the performance and/or functionality of the Services, or may improve the quality of the Footage, such services hereinafter sometimes referred to as the "Support Services". The work, its timing, and the fees payable relating to such work shall be agreed upon by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("*Monitoring Services*"). Subject to the terms hereof, Flock shall provide Customer with reasonable technical and on-site support and maintenance services ("*On-Site Services*") in-person or by email at [hello@flocksafety.com](mailto:hello@flocksafety.com). Flock will use commercially reasonable efforts to respond to requests for support.

### **3. RESTRICTIONS AND RESPONSIBILITIES**

**3.1 Customer Obligations.** Customer agrees to provide Flock with accurate, complete, and updated registration information. Customer may not select as its User ID a name that Customer does not have the right to use, or another person's name with the intent to impersonate that person. Customer may not transfer its account to anyone else without the prior written permission of Flock. Customer will not share its account or password with anyone other than Authorized End Users, as necessary to make use of the Services, and must protect the security of its account and password. Customer is responsible for any activity associated with its account, unless same results from illicit and/or fraudulent activities without the negligence and/or willful misconduct of Customer. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services, if any, needed to connect to, access or otherwise use the Services. Customer will, at its own expense, provide assistance to Flock, including, but not limited to, means of access to, and use of, Customer facilities and Customer equipment, as well as reasonable assistance from Customer personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, but not limited to, any obligations with respect to Support Services or any Installation Services.

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

Flock has no obligation to monitor Customer's use of the Services, Flock may do so and may prohibit any use of the Services it reasonably believes are in violation of the foregoing, pending resolution of the issue.

## 4. CONFIDENTIALITY; CUSTOMER DATA

4.1 Confidentiality. Each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("*Customer Data*"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information, unless such disclosure is required by law. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts, such as when a car exits Customer's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security,

fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including responding to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

**4.2 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data belongs to and shall be retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, license to use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Flock to provide the Services to Customer, including without limitation the Support Services set forth in Section 2.9 above. As between Flock and Customer, Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data.

**4.3 Enhancement to Services.** As between the parties hereto, during the term of this Agreement, if Customer makes any enhancements to the Services, or enhancements are made by Flock as the result of Customer's request, then all right, title, and interest in such enhancements shall be and belong to Flock as Flock's property, to use or market as Flock chooses.

**4.4 Aggregated Data.** During the term of this Agreement, Flock shall have the right to collect and analyze Customer data related to the provision of Services hereunder solely for the purpose of improving said Services and not for any other purpose. Upon the termination and/or expiration of this Agreement, all of Customer's data collected by Flock hereunder shall be destroyed by Flock unless otherwise approved in writing by Customer.

## **5. PAYMENT OF FEES**

**5.1 Fees.** Customer shall pay Flock the initial Usage Fee and installation fee within fifteen (15) calendar days of the installation of the Unit(s) set out on the Order Form, or on any subsequent Order Form, said payment to be made, at Customer's discretion, by check to Flock at the address set out on the Order Form attached hereto, or by automated clearing house ("ACH"), at Customer's discretion.

**5.2 Changes to Fees.** Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Customer (which may be sent by email), provided that said Fees shall not be increased by more than five percent (5%) per term.

If Customer believes that Flock has billed Customer incorrectly, Customer shall make a good faith effort to advise Flock of said error within sixty (60) days after the closing date on the first billing statement in which the error or problem appeared. If it is determined that such billing error exists, then Flock shall make such correction, and/or reimbursement to Customer, as applicable, within thirty (30) calendar days of confirmation of such error.

**5.3 Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock within thirty (30) days of receipt of the invoice by Customer. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, if any, and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's gross income.

## **6. TERM AND TERMINATION**

**6.1 Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "*Term*").

**6.2 Customer Satisfaction Guarantee.** At any time during the Term, if Customer is not fully satisfied with the Service provided by Flock hereunder, then Customer may terminate the Agreement upon thirty (30) calendar days written notice and be relieved of all obligations under the Agreement not incurred prior to said termination. Upon such termination, a refund to will be made by Flock to Customer, pro-rated for any fees previously paid for the remaining length of the then existing term.

**6.3 Termination for Cause.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Term by giving thirty (30) calendar days prior written

notice to the other party hereto; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Customer a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

**6.4 Termination for Convenience.** Customer may terminate the Agreement for convenience upon thirty (30) calendar days prior written notice to Flock, and be relieved of all obligations to Flock not incurred prior to said termination. Upon said termination, Flock will refund to Customer a pro-rata portion of the pre-paid Fees for Services not to be received due to such termination. Customer shall be liable to Flock in the amount of \$200.00 per Unit for termination for convenience prior to the end of the Term, and said amount shall be paid to Flock within thirty (30) calendar days of said termination, or deducted from the refund due to Customer, hereunder, as Flock shall decide in its sole discretion.

**Effect of Termination.** Upon termination and/or expiration of the Agreement, Flock will collect all Units, delete all Customer Data, terminate Customer's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Customer shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Additionally, Customer shall destroy or return to Flock all Documentation, as Flock shall direct.

**6.5 Survival.** The following sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8, 9, and 11.

## **7. REMEDY; REPAIR WARRANTY AND DISCLAIMER**

**7.1 Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Customer must first make commercially reasonable efforts to address the problem by contacting Flock's technical support at [athello@flocksafety.com](mailto:athello@flocksafety.com). If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after

it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Customer notifies Flock of the defect. Flock agrees to replace cameras once at no cost to Customer in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense with a one-time replacement cost of \$300 per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software by Customer in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software by Customer in any way; or (c) combination by Customer of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

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

**7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION 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.

## 8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND FLOCK'S REASONABLE CONTROL, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.

## 9. INDEMNIFICATION

9.1 FLOCK SHALL INDEMNIFY AND HOLD CUSTOMER, ITS EMPLOYEES, OFFICERS, AND OFFICIALS, FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, CLAIMS, DEMANDS, SUITS, JUDGMENTS, CAUSES OF ACTION AND/OR EXPENSES OF ANY KIND OR NATURE, INCLUDING THE PAYMENT OF REASONABLE ATTORNEYS' FEES, RESULTING FROM THIRD PARTY CLAIMS OF COPYRIGHT AND/ PATENT INFRINGEMENT REGARDING THE SERVICES PROVIDED TO CUSTOMER BY FLOCK HEREUNDER. SUCH CLAIMS SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSSES, LIABILITIES, EXPENSES, DAMAGES, AND ATTORNEYS' FEES IN THE UNDERLYING ACTION THROUGH ALL LEVELS OF APPEALS.

9.2 FLOCK SHALL INDEMNIFY AND HOLD CITY, ITS EMPLOYEES, OFFICERS, OFFICIALS, CONTRACTORS, AGENTS, AND/OR REPRESENTATIVES, FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, CLAIMS, DEMANDS, SUITS, JUDGMENTS, CAUSES OF ACTION AND/OR EXPENSES OF ANY KIND OR NATURE, INCLUDING THE PAYMENT OF REASONABLE ATTORNEYS' FEES, RESULTING FROM PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO THE EXTENT RESULTING FROM OR ARISING OUT OF THE NEGLIGENCE AND/OR WILLFUL MISCONDUCT OF FLOCK, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND/OR REPRESENTATIVES. SUCH LOSSES, LIABILITIES, EXPENSES, DAMAGES AND/OR CLAIMS SHALL INCLUDE,

**BUT NOT BE LIMITED TO, CIVIL OR CRIMINAL FINES OR PENALTIES, PERSONAL INJURY, DEATH, LIBEL, SLANDER, AND ATTORNEYS' FEES IN THE UNDERLYING ACTION THROUGH ALL LEVELS OF APPEALS.**

**9.3 SHOULD CITY BE NAMED IN ANY SUIT, ACTION OR CLAIM UNDER THE TERMS SET OUT IN SUBSECTIONS 9.1 AND/OR 9.2, HEREINABOVE, THEN TO THE EXTENT OF FLOCK'S INDEMNIFICATION OBLIGATION HEREUNDER FLOCK SHALL APPEAR AND DEFEND CITY AT FLOCK'S SOLE COST AND EXPENSE; PROVIDED THAT CUSTOMER SHALL ALWAYS HAVE THE OPTION TO APPEAR AND DEFEND SUCH ACTION OR CLAIM ON ITS OWN BEHALF, AND CITY WILL SO ADVISE FLOCK OF SUCH DECISION. THE FOREGOING INDEMNITY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

## **10. INSURANCE**

**Flock shall procure and maintain insurance for the duration of this Agreement against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with, the performance of the Services by Flock, its employees and/or contractors. Such insurance shall be in the following minimum amounts: a) General Liability - \$1,000,000 per occurrence; b) Automobile Liability - \$1,000,000 per occurrence; c) Workers' Compensation - Statutory Limits for South Carolina; d) Employer's Liability - \$500,000/\$500,000/\$500,000. Certificates showing proof of such insurance shall be submitted to Customer at [inscerts@greenvillesc.gov](mailto:inscerts@greenvillesc.gov) prior to commencement of Services under this Agreement. Further, it shall be an affirmative obligation upon Flock to advise Customer by e-mail to [inscerts@greenvillesc.gov](mailto:inscerts@greenvillesc.gov) within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The General Liability policy is to contain or be endorsed to name Customer, its officers, officials, and employees as additional insureds as respects the liability arising out of the activities performed under this Agreement. Such coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII and licensed to do business in the State of South Carolina. If Flock shall self-insure under this Agreement, it shall provide Customer with satisfactory evidence of the insurance requirements set out herein.**

## **11. MISCELLANEOUS**

**11.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.**

**11.2 Assignment.** This Agreement is not assignable, transferable or sublicensable by Customer except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

**11.3 Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

**11.4 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement, Customer does not have any authority of any kind to bind Flock in any respect whatsoever, and Customer shall not be legally liable for negligence or wrong-doing, either intentional or unintentional, by Flock or Flock's employees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

**11.5 Notices.** All notices under this Agreement shall be in writing and will be deemed to have been duly given if either personally, sent by e-mail or facsimile and electronically confirmed, or delivered or mailed by certified or registered mail, postage prepaid to the address set out below, or to such other address as a party hereto shall advise the other party hereto in writing.

**Flock:** Flock Group, Inc.  
Attn: Garrett Langley, CEO  
2588 Winslow Drive  
Atlanta, GA 30305  
Fax:  
E-mail: [garrett@flocksafety.com](mailto:garrett@flocksafety.com)

**Customer:** City of Greenville  
Attn: Kenneth Miller, Police Chief  
4 McGee Street  
Greenville, SC 29601  
Fax:  
E-mail: [kmiller@greenvillesc.gov](mailto:kmiller@greenvillesc.gov)

Notices sent electronically shall be considered received when receipt is electronically confirmed. Notices sent by mail shall be considered received on the third day after mailing.

**11.6 Governing Law; Venue.** This Agreement and the rights, obligations and remedies of the parties hereto, shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina, without reference to its conflict of law provisions, and venue for the resolution of all disputes regarding the

terms of this Agreement or the performance thereunder, whether in law or in equity, shall be exclusively in the courts of Greenville County, South Carolina.

**11.7 Publicity.** Flock shall not use Customer's name and/or trademarks and disclose the nature of the Services provided hereunder without the express, written permission of Customer.

**11.8 Export; US Government Customers.** 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 of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." 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.

**11.9 Obligation to Comply with Laws and Obtain Necessary Permits, and/or Licenses, and so inform Subcontractors.** Flock shall comply with all federal, state, and local laws and ordinances in the performance of its obligations hereunder, including, but not limited to, the procuring of any necessary business license(s). Contractor shall inform all of its subcontractors performing services hereunder, if any, that a like business license requirement applies to them, and Contractor shall further disclose the names and addresses of all of Contractor's subcontractors performing services hereunder, if any, to City's Business License Division at [revenueblcontracts@greenvillesc.gov](mailto:revenueblcontracts@greenvillesc.gov), or 864-467-4504.

**11.10 Nonwaiver.** The waiver by City or Contractor of a breach of this Agreement shall not operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of the breach.

**11.11 Employee Verification per the South Carolina Illegal Immigration Reform Act.** By entering into this Agreement, regarding the Services hereunder Flock hereby certifies to Customer that Flock will verify the employment status of any new employees, and require any subcontractors or sub-subcontractors performing Services hereunder to verify any new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

**11.12 Certification of Compliance with Anti-discrimination Provisions of Section 11-35-5300, Code of Laws of South Carolina, 1976.** If this Agreement shall have a total potential value of ten thousand dollars (\$10,000.00) or more, and/or unless such goods and/or services are offered to Customer for at least twenty percent (20%) less than the lowest certifying business, then, by entering into this Agreement, Flock hereby certifies to Customer that Flock is not currently engaged in, nor will it engage in, the boycott of a person or entity based in or doing business with World Trade Organization members and/or those with which the United States has free trade or other agreements aimed at ensuring open and nondiscriminatory trade relations, with the understanding that failure to make such affirmative certification shall affect an automatic termination of this Agreement.

## **CUSTOMER SERVICE**

Questions concerning these Terms or other requests or questions should be directed to the contact point specified at the end of these Terms.

Flock Safety

hello@flocksafety.com

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

This Order Form, together with the Terms (as defined herein), describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This Order Form (“**Order Form**”) hereby incorporates and includes the “**GOVERNMENT AGENCY AGREEMENT**” attached (the “**Terms**”), which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations, and use limitations.

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

<b>Customer:</b> City of Greenville, South Carolina <b>Department:</b> Public Works	<b>Contact Name:</b> Lynn Watkins
<b>Department Address:</b> 475 Fairforest Way Greenville, South Carolina 29607	<b>Phone:</b> (864) 467-8300 <b>E-Mail:</b> lwatkins@greenvillesc.gov
<b>Expected Payment Method:</b> Check	<b>Billing Contact:</b> Same as above (if different than above)
<b>Initial Term:</b> 12 months <b>Renewal Term:</b> 24 months	<b>Billing Term:</b> Total Contract Amount for Initial Term billed at signing; due Net 30 per Terms (see next page)

**Professional Services and One-Time Purchases**

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Advanced Implementation Fee	\$750.00	2.00	\$1,500.00

**Hardware and Software Products**  
Annual recurring amounts over subscription term

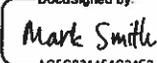
Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	2.00	\$5,000.00

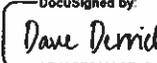
<b>Subtotal Year 1:</b>	\$6,500.00
<b>Subscription Term:</b>	12 Months
<b>Annual Recurring Total:</b>	\$5,000.00
<b>Estimated Sales Tax:</b>	\$0.00
<b>Total Contract Amount:</b>	\$6,500.00

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**CITY OF GREENVILLE, SOUTH CAROLINA**

By:   
AC5C931454C24F3

By:   
AD480E36230F481

Name: Mark Smith

Name: Dave Derrick

Title: General Counsel

Title: Public Works Director

Date: 3/31/2023

Date: 4/2/2023

# flock safety

## GOVERNMENT AGENCY AGREEMENT

This Government Customer Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc., a Delaware corporation, with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”), and the City of Greenville, South Carolina, a municipal corporation and political subdivision of the State of South Carolina, with a place of business at 475 Fairforest Way, Greenville, South Carolina 29607 (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

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

**WHEREAS**, Customer desires access to the Flock Services using Flock Hardware (as defined below) in order to create, view, search, and archive Footage (as defined below) and receive notifications, including those from Non-Customer End Users of the Flock Services (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners’ associations, businesses, and individual users;

**WHEREAS**, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay (as defined below, which is deleted after seven (7) days, Customer is responsible for extracting, downloading, and archiving Footage from the Flock System on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

### AGREEMENT

**NOW, THEREFORE**, Flock and Customer agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications, and negotiations by and between the Parties with respect to the subject matter hereof.

### 1. DEFINITIONS

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

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

1.2 “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.3 “*Authorized End User(s)*” means any individual employees, agents, or contractors of Customer accessing or using the Services through the Web Interface 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 Generated Data*” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, and other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.6 “*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.

1.7 “*Deployment Plan*” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “*Documentation*” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions, and operation of the Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

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

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

1.11 “*Flock Hardware*” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “*Flock IP*” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.

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

1.14 “*Flock Safety Raven™*” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

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

1.16 “*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 Services.

1.17 “*Hotlist(s)*” means a digital file containing alphanumeric license plate-related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.18 “*Implementation Fee(s)*” means the monetary fees associated with the Installation Services, as defined below.

1.19 “*Installation Services*” means the services provided by Flock for installation of Customer Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Customer Hardware.

1.20 “*Non-Customer End User(s)*” means a third-party Flock customer, such as a school, neighborhood homeowners’ association, business, or individual user, that has prescribed access to Footage and/or notifications to Customer through the Flock Services.

1.21 “*Non-Customer End User Data*” means the Footage, geolocation data, environmental data and/or notifications of a Non-Customer End User.

1.22 “*Services*” or “*Flock Services*” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video, and sharing Footage.

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

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

1.25 “*Web Interface*” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

1.26 “*Wing Suite*” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Customer Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

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

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

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

1.30 “*Vehicle Fingerprint Technology™*” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

## 2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Customer’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Customer with the Documentation to be used in accessing and using the Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall direct Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, such as using a third party to host the Web Interface for cloud storage or a

cell phone provider for wireless cellular coverage, which makes the Services available to Customer and Authorized End Users. Flock will pass through to Customer any warranties that it receives from such third-party service providers to the extent that such warranties can be provided to Customer. Such warranties are the Customer's sole and exclusive remedy and Flock's sole and exclusive liability with regard to any third-party services covered by such warranties, including, without limitation, hosting of the Web Interface. To the extent legally permitted, Customer agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Customer from time to time.

**2.2 Embedded Software License.** Subject to all terms of this Agreement, 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 installed on the Flock Hardware or Customer Hardware; in each case, solely as necessary for Customer to use the Services.

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

**2.4 Wing Suite License.** Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

**2.5 Usage Restrictions.**

**2.5.1 Flock IP.** The permitted purpose for usage of the Flock Hardware, Customer Hardware, Documentation, Services, support, and Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("*Permitted Purpose*"). Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights under Sections 2.1, 2.2, 2.3, or 2.4.

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

**2.6 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title, and interest in and to the Flock IP and its components, and 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. There are no implied rights.

**2.7 Suspension.**

**2.7.1 Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Customer;

(b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) 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 the 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.

**2.7.2 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 Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("*Service Interruption*"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that 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 expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous interruption lasting at least one full day) prorated for the proportion of cameras on the Customer's account that have been impacted. 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.

## **2.8 Installation Services.**

**2.8.1 Designated Locations.** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock and Customer must mutually agree on the location, position, and angle of the Flock Hardware (each, a "*Designated Location*"). Flock shall have no liability to Customer resulting from any poor performance, functionality, or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Customer's delay in identifying the choices for the Designated Locations, in ordering, and/or having the Designated Locations ready for installation, including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("*Reinstalls*") at the Customer's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Customer will receive prior notice and provide approval for any such fees. These changes include, but are not limited to, re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

**2.8.2 Customer Installation Obligations.** Customer agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Customer is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Customer refuses recommended solar options, Customer waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Customer is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Customer ("*Customer Installation Obligations*").

In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Customer with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Customer if Customer did not address them prior to the execution of this Agreement or a third party requires Flock to pay. 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 tests in connection with such installation.

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

**2.8.4 Ownership of Hardware.** Flock Hardware shall remain the personal property of Flock and will be removed upon the expiration of this Agreement at no additional cost to 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 (and fail to cure) 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.

**2.9 Hazardous Conditions.** Unless otherwise stated in the Agreement, the price for the Installation Services does not contemplate work in any areas that contain hazardous materials or other hazardous conditions, including, without limit, asbestos, lead, toxic, or flammable substances. In the event any such hazardous materials are discovered in the Designated Locations in which Flock is to perform Installation Services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

**2.10 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Customer on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Customer with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [support@flocksafety.com](mailto:support@flocksafety.com), at no additional cost. Notwithstanding anything to the contrary, Customer is solely responsible for installation of Falcon Flex products. Customer further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

**2.11 Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service, and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Customer's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**2.12 Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to the system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, or (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. The Parties understand that such

upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

### 3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Customer agrees to provide Flock with accurate, complete, and updated registration information. Customer may not select as its User ID a name that Customer does not have the right to use, or another person's name with the intent to impersonate that person. Customer may not transfer its account to anyone else without prior written permission of Flock. Customer will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Customer may 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 activity associated with its account. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Customer will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Customer facilities, as well as by means of assistance from Customer personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Customer's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

### 4. CONFIDENTIALITY; CUSTOMER DATA

4.1 **Confidentiality.** Each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality, and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via the Flock Hardware or Customer Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed pursuant to applicable law (including freedom of information laws). Flock understands and agrees that Customer is subject to the South Carolina Freedom of Information Act, S.C. Code Ann. § 30-4-10 *et seq.*, and Customer shall remain free, without any liability or obligation to Flock, to respond to any disclosure request thereunder as it deems necessary and prudent in its sole discretion absent a protective order duly issued by a court of competent jurisdiction. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve, and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation, or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent, or otherwise address security, fraud, or technical

issues; or (d) protect the rights, property, or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

**4.2 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, worldwide license to (i) use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Flock to provide the Flock Services to Customer, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Customer Data as a part of the Aggregated Data, (ii) disclose the Customer Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Customer and Non-Customer End Users that have prescribed access of Footage to Customer, each of Customer and Non-Customer End Users will share all right, title, and interest in the Non-Customer End User Data. This Agreement does not by itself make any Non-Customer End User Data the sole property or the Proprietary Information of Customer. Flock will automatically delete Footage older than thirty (30) days. Customer has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Customer may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Customer Data.

**4.3 Customer Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer. Customer shall retain whatever legally cognizable right, title, and interest that Customer has in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights to Customer Generated Data. To the extent legally permissible, Customer grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Customer Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.4 Feedback.** If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations, or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title, and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.5 Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to create Aggregated 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 (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic, and corrective purposes, other Flock offerings, and crime prevention efforts. The Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

## 5. PAYMENT OF FEES

**5.1 Fees.** Customer shall pay the fees as set forth in the Order Form.

**5.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

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

## 6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "*Initial Term*"). Following the Initial Term, this Agreement may be renewed by Customer for the period of time set forth on the Order Form (the "*Renewal Term*") and, together with the Initial Term, the "*Term*"), upon written notice to Flock at least thirty (30) days prior to the end of the Initial Term.

a. For Wing Suite products: the Initial Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. For Falcon and Sparrow products: the Initial Term shall commence upon first installation and validation of Flock Hardware.

c. For Raven products: the Initial Term shall commence upon first installation and validation of Flock Hardware.

d. For Falcon Flex products: the Initial Term shall commence upon execution of this Agreement.

e. For Advanced Search products: the Initial Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Customer will be effective immediately and result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will be effective upon sixty (60) days' prior written notice to Customer and will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Customer's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination for Material Breach.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days' prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership, or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 **No-Fee Term.** Flock will provide Customer with complimentary access to Hotlist alerts ("*No-Fee Term*"). Flock may, in its sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-

Fee Term upon thirty (30) days' notice to Customer. Customer may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9 and 10.6.

## 7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Customer must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to, repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in its sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware, provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Customer notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Customer. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently lost, damaged, or stolen Flock Hardware; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged, or stolen Flock Hardware and that Flock will have no liability to Customer regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

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

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

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE FLOCK HARDWARE OR EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF SOUTH CAROLINA.

7.5 **Insurance.** Flock shall maintain insurance for the duration of this Agreement against any and all claims that may in any way arise from, or in connection with, the performance hereunder by Flock, its contractors, employees, agents, or representatives. Such insurance shall be in the following minimum amounts: (a) commercial general liability - \$1,000,000 per occurrence, with Customer and its officers, officials, employees, agents, and representatives named as additional insureds; (b) comprehensive automobile liability - \$1,000,000 per occurrence; (c) workers' compensation - statutory limits, with a waiver of subrogation against Customer and its officers, officials, employees, agents, and representatives; (d) employers' liability - \$500,000/\$500,000/\$500,000; and (e) cyber liability - \$1,000,000 per occurrence. Certificates showing proof of such insurance shall be submitted to Customer at [inscerts@greenvillesc.gov](mailto:inscerts@greenvillesc.gov) prior to execution of this Agreement. The certificate holder name and address shall be listed as: City of Greenville, South Carolina, P.O. Box 2207, Greenville, South Carolina 29602. Further, it shall be an affirmative obligation upon Flock to advise Customer, by e-mail to [inscerts@greenvillesc.gov](mailto:inscerts@greenvillesc.gov), within two days of the

cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. All required insurance shall be placed with insurers with a current A.M. Best's rating of not less than A:VII and licensed to do business in the State of South Carolina, unless otherwise approved by Customer. Flock shall not self-insure in satisfaction of any insurance requirement set out herein without the express written consent of Customer. Flock shall cause each of its contractors performing services hereunder, if any, to purchase and maintain insurance of the type specified herein, unless Flock's insurance provides coverage on behalf of each contractor. When requested by Customer, Flock shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each contractor.

**7.6 Force Majeure.** The Parties shall not be responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions, or acts of hackers, internet service providers, or any other third party acts or omissions. "Force Majeure" includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

## **8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY**

**8.1 Limitation of Liability.** EXCEPT IN INSTANCES OF NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY OR WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH BELOW, NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE TO THE OTHER WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND SUCH PARTY'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY 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 SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF SOUTH CAROLINA.

**8.2 Additional No-Fee Term Requirements.** EXCEPT IN INSTANCES OF NEGLIGENCE OR WILLFUL MISCONDUCT OF FLOCK OR WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH BELOW, IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE. The Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. To the extent allowed by applicable law, each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

## 9. INDEMNIFICATION

Flock shall indemnify, defend, and hold Customer, its officers, officials, contractors, employees, agents, and representatives (collectively, "*Indemnitees*"), free and harmless from and against any and all losses, injuries, death, damages, liabilities, claims, deficiencies, demands, actions, suits, judgments, interest, awards, penalties, fines, costs or expenses of any kind or nature, including reasonable attorneys' fees and costs, the costs of enforcing any right to indemnification hereunder, and the costs of pursuing any insurance providers (collectively, "*Losses*"), arising out of or occurring in connection with (i) any third-party claim for property damage or personal injury, including death, to the extent resulting from or arising out of the negligence or willful misconduct of Flock, its contractors, employees, agents, or representatives under the Agreement, or (ii) any third-party claim that Customer's or an Indemnitee's use or possession of any goods or use of any services hereunder infringes or misappropriates the patent, copyright, trade secret, or other intellectual property right of any third party. Notwithstanding Flock's obligation to defend Customer at Flock's sole cost and expense hereunder, Customer shall have the option to appear and defend such action or claim on its own behalf. Flock shall not enter into any settlement without Customer's prior written consent. The foregoing indemnity shall survive the expiration or termination of the Agreement.

## 10. MISCELLANEOUS

**10.1 Compliance With Laws.** The Parties agree to comply with all applicable local, state, and federal laws, regulations, policies, and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate to disclose Customer Data or Customer Generated Data, Flock will provide Customer with notice.

**10.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**10.3 Assignment.** This Agreement is not assignable, transferable, or sublicensable by either Party without the prior consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation, or similar transaction.

**10.4 Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations, or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

**10.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither Party has any authority of any kind to bind the other Party in any respect whatsoever. Flock shall at all times be and act as an independent contractor of Customer.

**10.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of South Carolina. The Parties hereto agree that venue would be proper in the chosen courts of Greenville County, South Carolina. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**10.7 Publicity.** Upon prior consent from Customer, Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**10.8 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 of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware, and the Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) 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.

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

**10.10 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

**10.11 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

**FLOCK NOTICES ADDRESS:**

1170 HOWELL MILL ROAD, NW SUITE 210  
ATLANTA, GA 30318  
ATTN: LEGAL DEPARTMENT  
EMAIL: legal@flocksafety.com

**CUSTOMER NOTICES ADDRESS:**CITY OF GREENVILLE, SC

ATTN: PUBLIC WORKS DEPARTMENT  
475 FAIRFOREST WAY  
GREENVILLE, SC 29607  
EMAIL: lwatkins@greenville.gov

Approved as to form:

DocuSigned by:  
*Eva Bateman*  
55C1A3FA0724F5  
\_\_\_\_\_  
City Attorney's Office

Reviewed:

DocuSigned by:  
*mi0*  
03E0A030554F4B0  
\_\_\_\_\_  
City Director of IT

Reviewed:

DocuSigned by:  
*Karen Crawford*  
F5B18E9E2A0C150  
\_\_\_\_\_  
City Director of OMB

Reviewed:

DocuSigned by:  
*Mike Jank*  
706620703A60470  
\_\_\_\_\_  
City Risk Manager

Received by:

DocuSigned by:  
*Bob Gray*  
0A35540420004C6  
\_\_\_\_\_  
City Purchasing Administrator



**CITY OF GREENVILLE**  
 P.O. BOX 2207  
 GREENVILLE, SC 29602  
 PH. (864) 467-4545  
 FAX (864) 467-4597

# PURCHASE ORDER

**PURCHASE ORDER**  
**No. 240462**

THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING PAPERS, INVOICES, AND CORRESPONDENCE RELATING TO THIS ORDER.

**INVOICE TO: CITY OF GREENVILLE**  
 ACCOUNTS PAYABLE DIVISION  
 P.O. BOX 2207  
 GREENVILLE, SC 29602  
 PH: (864) 467-4540

**VENDOR**  
 FLOCK SAFETY  
 1170 HOWELL MILL ROAD  
 STE 210  
 ATLANTA, GA 30318  
**ATTENTION: JONATHAN LOVE**

**SHIP TO**  
 CITY OF GREENVILLE  
 PUBLIC WORKS DEPARTMENT  
 475 FAIRFOREST WAY  
 GREENVILLE, SC 29607

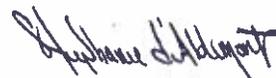
<b>ORDER DATE</b>	<b>VENDOR NO.</b>	<b>F.O.B.</b>	<b>REQUISITION NO.</b>
11/13/2023	11127	DELIVERED	
<b>REQUISITIONED BY</b>	<b>TERMS</b>	<b>DEPARTMENT</b>	<b>DATE REQUIRED</b>
Pam Lambert	NET 30	PUBLIC WORKS DEPARTMENT	11/01/2023

LINE #	PROJECT #	ACCOUNT	QTY	UOM	ITEM NO. & DESCRIPTION	UNIT COST	EXTENSION
1	SM4113		6,500.00	EA	CONTRACTOR TO INSTALL CAMERAS AT AT CITY RECYCLING CENTERS	1.00	\$6,500.00
<b>TOTAL</b>							<b>\$6,500.00</b>

**REMARKS:**  
 Reference City Contract No. [REDACTED]  
 Referenced Attached Invoice No. INV-21830

**NOTICE ALL PACKAGES AND INVOICES MUST SHOW PURCHASE ORDER NUMBER AND QUANTITY.**

THIS ORDER IS VALID ONLY FOR THE AMOUNTS ENTERED HEREON AT THE PRICES STIPULATED . NO DEVIATIONS PERMITTED FROM SPECIFICATIONS AND CONDITIONS STATED HEREIN.

BY   
 CITY OF GREENVILLE, BUYER

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-21830  
Invoice Date: 9/8/2023  
Due Date: 10/8/2023  
Payment Terms: Net 30  
PO#:

Bill To: SC - City of Greenville Environmental  
475 Fairforest Way  
Greenville, South Carolina, 29607

Ship To: SC - City of Greenville Environmental  
475 Fairforest Way  
Greenville, South Carolina 29607

Billing Company Name: SC - City of Greenville Environmental  
Billing Contact Name: Lynn Watkins  
Billing Email Address:  
Billing Phone:

Payment Terms: Net 30  
Contracted Billing Structure: 100% Upfront

Notes:

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	2	2,500.00	\$0.00	\$5,000.00
Professional Services - Advanced Implementation Fee	2	750.00	\$0.00	\$1,500.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.  
Link to Location of Services: <https://planner.flocksafety.com/public/77a536ba-6bc1-4f8d-91ba-d0f8ab31268b>

Subtotal: \$6,500.00  
Credit: \$0.00  
Sales Tax: \$0.00  
Total: \$6,500.00

### Payment Remittance Information

Pay by Check:

Pay by ACH:

If you have questions about your invoice or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com).

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-21830  
Invoice Date: 9/8/2023  
Due Date: 10/8/2023  
Payment Terms: Net 30  
PO#:

<b>Payable to:</b> Flock Group Inc <b>Memo:</b> INV-21830 <b>Mail to:</b> PO Box 121923 Dallas, TX 75312-1923  <i>If paying by check, please include the remittance slip below.</i>	<b>Account Legal Name:</b> Flock Group Inc. <b>Account Number:</b> [REDACTED] <b>Account Type:</b> [REDACTED] <b>Routing / SWIFT Code:</b> [REDACTED]  <i>If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.</i>
--	--

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

### Make Checks Payable to: Flock Group Inc

If sending via  
USPS: Flock Group Inc  
PO Box 121923  
Dallas, TX 75312-1923

Or

If sending via  
UPS, FedEx or  
USPS: Flock Group Inc  
891923  
150 North Plano Rd. STE 100  
Richardson, TX 75081

Account: SC - City of Greenville  
Environmental

Invoice # INV-21830

Amount Due: \$6,500.00

Amount Enclosed: \$ \_\_\_\_\_

PURCHASE REQUISITION NBR: 0000023474

REQUISITION BY: PAM LAMBERT/LYNN WATKINS      STATUS: READY FOR BUYER PROCESSIN      DATE: 10/25/23  
REASON: INSTALLATION OF SECURITY CAMERAS AT RECYCLING CTRS  
SHIP TO LOCATION: PUBLIC WORKS DEPARTMENT      SUGGESTED VENDOR: 11127 FLOCK SAFETY      DELIVER BY DATE: 11/01/23

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	INSTALLATION OF SECURITY CAMERAS AT RECYCLING CTRS COMMODITY: EQUIPMENT MAINTENANCE, REC SUBCOMMOD: SECURITY&ACCESS SYSTEMS M	1.00	EA	6500.0000	6500.00	
REQUISITION TOTAL:					6500.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	SUPPLIES	PROJECT	AMOUNT
1		MATERIALS & SUPPLIES	SM4113 PALMETTOPRIDE ENF FY23	6500.00
				100.00
				6500.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

"CONTRACT PURCHASE"

10/31/23 - City Contract No. 901959. BL current. COI requested 11/1/23. SD

11/7/23 - Sent reminder request to vendor re: COI. SD

11/8/23 - Sent COI request directly to insurance provider (no longer provider), haven't heard from Mike Smith to dated. SD



**CITY OF GREENVILLE**  
 P.O. BOX 2207  
 GREENVILLE, SC 29602  
 PH. (864) 467-4545  
 FAX (864) 467-4597

# PURCHASE ORDER

**PURCHASE ORDER**  
**No. 230697**

THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING PAPERS, INVOICES, AND CORRESPONDENCE RELATING TO THIS ORDER.

**INVOICE TO: CITY OF GREENVILLE**  
 ACCOUNTS PAYABLE DIVISION  
 P.O. BOX 2207  
 GREENVILLE, SC 29602  
 PH: (864) 467-4540

**VENDOR**  
 FLOCK SAFETY  
 1170 HOWELL MILL ROAD  
 STE 210  
 ATLANTA, GA 30318  
**ATTENTION: JONATHAN LOVE**

**SHIP TO**  
 CITY OF GREENVILLE  
 POLICE DEPT  
 426 NORTH MAIN STREET  
 GREENVILLE, SC 29601

<b>ORDER DATE</b>	<b>VENDOR NO.</b>	<b>F.O.B.</b>	<b>REQUISITION NO.</b>
02/21/2023	11127	DELIVERED	
<b>REQUISITIONED BY</b>	<b>TERMS</b>	<b>DEPARTMENT</b>	<b>DATE REQUIRED</b>
Jeneen Graham	NET 30	POLICE DEPT	02/28/2023

LINE #	PROJECT #	ACCOUNT	QTY	UOM	ITEM NO. & DESCRIPTION	UNIT COST	EXTENSION
1			12,500.00	DL	FALCON CAMERAS (20)	1.00	\$12,500.00
2			750.00	DL	SALES TAX	1.00	\$750.00
<b>TOTAL</b>							<b>\$13,250.00</b>

**REMARKS:**  
 City Contract No. 5646

**NOTICE ALL PACKAGES AND INVOICES MUST SHOW PURCHASE ORDER NUMBER AND QUANTITY.**

THIS ORDER IS VALID ONLY FOR THE AMOUNTS ENTERED HEREON AT THE PRICES STIPULATED . NO DEVIATIONS PERMITTED FROM SPECIFICATIONS AND CONDITIONS STATED HEREIN.

BY Jordan Monroe  
 CITY OF GREENVILLE, BUYER

# flock safety

## INVOICE

Flock Group, Inc.  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-6576  
Date Issued: 12/14/2022  
Due Date: 1/13/2023  
Payment Terms: Net 30  
PO#:

**Bill To:**  
SC - Greenville PD  
4 Mcgee St  
Greenville, South Carolina, 29601

**Notes:**

ITEMS	BEGIN DATE	END DATE	QTY	UNIT PRICE	SALES TAX	TOTAL
Falcon	12/14/2022	1/26/2025	20	12,500.00	\$750.00	\$13,250.00

This invoice does not necessarily reflect your contract dates.  
Your contract begins once your installation has been completed.

**Subtotal:** \$12,600.00  
**Credit:** \$0.00  
**Sales Tax:** \$750.00  
**Total:** \$13,260.00

**Payment Remittance Information**

Click Online payment link below  
to pay by credit card or ACH/Wire Transfer

**Pay by Check:**

Payable to: Flock Safety  
Memo: INV-6576  
Mail to: PO Box 207576  
Dallas, TX 75320-7576

*If paying by check, please include a printed  
Copy of the invoice PDF with check payment.  
Payment should be sent via USPS.*

Questions about your service or installation? Contact [support@flocksafety.com](mailto:support@flocksafety.com)

Questions about your invoice? Contact [billing@flocksafety.com](mailto:billing@flocksafety.com)

**Online payment link:**

[https://invoice.stripe.com/vacct\\_19rTiCEaLZZMOidT/live\\_YWNjdF8xOXJUaUNFYUxaWk1PaWRULF9Nek41R1JCZXk5YVE3OXoyMGhBUVZzVmNlb25nM1ZzLDYxNjc4MDc402008i4nG2Pm?s=ap](https://invoice.stripe.com/vacct_19rTiCEaLZZMOidT/live_YWNjdF8xOXJUaUNFYUxaWk1PaWRULF9Nek41R1JCZXk5YVE3OXoyMGhBUVZzVmNlb25nM1ZzLDYxNjc4MDc402008i4nG2Pm?s=ap)

# flock safety

## INVOICE

Flock Group, Inc.  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-6576  
Date Issued: 12/14/2022  
Due Date: 1/13/2023  
Payment Terms: Net 30  
PO#:

Please note that any unpaid amounts are subject to a charge of 1.5% per month or as defined in your contract.



Questions about your service or installation? Contact [support@flocksafety.com](mailto:support@flocksafety.com)

Questions about your invoice? Contact [billing@flocksafety.com](mailto:billing@flocksafety.com)

Online payment link:

[https://invoice.stripe.com//acct\\_19rTiCEaLZZMOidT/live\\_YVWjdF8xOXJUaUNFYUxaWk1PaWRULF9Nek41R1JCZXk5YVE3OXoyMGhBUVZzVmNlb25nM1ZzLDYxNjc4MDc402008i4nG2Pm?s=ap](https://invoice.stripe.com//acct_19rTiCEaLZZMOidT/live_YVWjdF8xOXJUaUNFYUxaWk1PaWRULF9Nek41R1JCZXk5YVE3OXoyMGhBUVZzVmNlb25nM1ZzLDYxNjc4MDc402008i4nG2Pm?s=ap)



**CITY OF GREENVILLE**  
 P.O. BOX 2207  
 GREENVILLE, SC 29602  
 PH. (864) 467-4545  
 FAX (864) 467-4597

# PURCHASE ORDER

**PURCHASE ORDER**  
**No. 241002**

THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING PAPERS, INVOICES, AND CORRESPONDENCE RELATING TO THIS ORDER.

**INVOICE TO: CITY OF GREENVILLE**  
 ACCOUNTS PAYABLE DIVISION  
 P.O. BOX 2207  
 GREENVILLE, SC 29602  
 PH: (864) 467-4540

**VENDOR**  
 FLOCK SAFETY  
 1170 HOWELL MILL ROAD  
 STE 210  
 ATLANTA, GA 30318  
**ATTENTION: JONATHAN LOVE**

**SHIP TO**  
 CITY OF GREENVILLE  
 POLICE DEPT  
 426 NORTH MAIN STREET  
 GREENVILLE, SC 29601

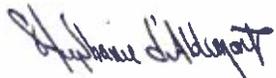
<b>ORDER DATE</b>	<b>VENDOR NO.</b>	<b>F.O.B.</b>	<b>REQUISITION NO.</b>
06/06/2024	11127	DELIVERED	
<b>REQUISITIONED BY</b>	<b>TERMS</b>	<b>DEPARTMENT</b>	<b>DATE REQUIRED</b>
Jeneen Graham	NET 30	POLICE DEPT	06/05/2024

LINE #	PROJECT #	ACCOUNT	QTY	UOM	ITEM NO. & DESCRIPTION	UNIT COST	EXTENSION
1			50.00	EA	FLOCK FALCON CAMERA - YEAR 3	2,500.00	\$125,000.00
2			-39,750.00	EA	CREDIT	1.00	(\$39,750.00)
<b>TOTAL</b>							<b>\$85,250.00</b>

**REMARKS:**  
 City Contract No. 5646  
 RFP No. [REDACTED]

**NOTICE ALL PACKAGES AND INVOICES MUST SHOW PURCHASE ORDER NUMBER AND QUANTITY.**

THIS ORDER IS VALID ONLY FOR THE AMOUNTS ENTERED HEREON AT THE PRICES STIPULATED. NO DEVIATIONS PERMITTED FROM SPECIFICATIONS AND CONDITIONS STATED HEREIN.

BY   
 CITY OF GREENVILLE, BUYER

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-35242  
Invoice Date: 3/6/2024  
Due Date: 4/5/2024  
Payment Terms: Net 30  
PO#:

Bill To: SC - Greenville PD  
4 McGee St  
Greenville, South Carolina, 29601

Ship To: SC - Greenville PD  
4 McGee St  
Greenville, South Carolina 29601

Billing Company Name: SC - Greenville PD  
Billing Contact Name:  
Billing Email Address:

Payment Terms: Net 30  
Contracted Billing Structure: Annual

Notes: 39750 credit applied to invoice. Total due 85250.00

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	50	\$2,500.00	\$0.00	\$125,000.00
FlockOS™	1	\$0.00	\$0.00	\$0.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.  
Link to Location of Services:

Subtotal: \$125,000.00  
Sales Tax: \$0.00  
Credit: \$39,750.00  
Payments: \$0.00  
Balance Due: \$85,250.00

\*Note: Credit is for delay in getting cameras fully deployed. SD

If you have questions about your invoice or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com) or call 888-901-1781, option 3.

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-35242  
Invoice Date: 3/6/2024  
Due Date: 4/5/2024  
Payment Terms: Net 30  
PO#:

### Payment Remittance Information

#### Pay by Check:

Payable to: Flock Group Inc  
Memo: INV-35242  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

*If paying by check, please include the remittance slip below.*

#### Pay by ACH:

Account Legal Name: Flock Group Inc.  
Account Number: [REDACTED]  
Account Type: [REDACTED]  
Routing / SWIFT Code: [REDACTED]

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

By paying this invoice, I, the customer, agree to the terms and conditions listed at <https://www.flocksafety.com/terms-and-conditions>

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

#### Make Checks Payable to: Flock Group Inc

If sending via  
USPS: Flock Group Inc  
PO Box 121923  
Dallas, TX 75312-1923

Or

If sending via  
UPS, FedEx or  
USPS: Flock Group Inc  
891923  
1501 North Plano Rd. ste 100  
Richardson, TX 75081

Account: SC - Greenville PD

Invoice #: INV-35242

Amount Due: \$85,250.00

Amount Enclosed: \$ \_\_\_\_\_



**CITY OF GREENVILLE**  
 P.O. BOX 2207  
 GREENVILLE, SC 29602  
 PH. (864) 467-4545  
 FAX (864) 467-4597

# PURCHASE ORDER

**PURCHASE ORDER**  
**No. 260151**

THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING PAPERS, INVOICES, AND CORRESPONDENCE RELATING TO THIS ORDER.

**INVOICE TO: CITY OF GREENVILLE**  
 ACCOUNTS PAYABLE DIVISION  
 P.O. BOX 2207  
 GREENVILLE, SC 29602  
 PH: (864) 467-4540

**VENDOR**  
 FLOCK SAFETY  
 1170 HOWELL MILL ROAD  
 STE 210  
 ATLANTA, GA 30318  
**ATTENTION: JONATHAN LOVE**

**SHIP TO**  
 CITY OF GREENVILLE  
 PUBLIC WORKS DEPARTMENT  
 475 FAIRFOREST WAY  
 GREENVILLE, SC 29607

<b>ORDER DATE</b>	<b>VENDOR NO.</b>	<b>F.O.B.</b>	<b>REQUISITION NO.</b>
07/24/2025	11127	DELIVERED	
<b>REQUISITIONED BY</b>	<b>TERMS</b>	<b>DEPARTMENT</b>	<b>DATE REQUIRED</b>
Pam Lambert	NET 30	PUBLIC WORKS DEPARTMENT	07/23/2025

LINE #	PROJECT #	ACCOUNT	QTY	UOM	ITEM NO. & DESCRIPTION	UNIT COST	EXTENSION
1			6,000.00	DL	SECURITY CAMERAS AT CITY RECYCLING CENTERS - RENEWALS	1.00	\$6,000.00
<b>TOTAL</b>							<b>\$6,000.00</b>

**REMARKS:**  
 Reference Attached Invoice No. INV-57719  
 City Contract No. 901959  
 PO is for Year 2 of 2 Yr Renewal Term

**NOTICE ALL PACKAGES AND INVOICES MUST SHOW PURCHASE ORDER NUMBER AND QUANTITY.**

THIS ORDER IS VALID ONLY FOR THE AMOUNTS ENTERED HEREON AT THE PRICES STIPULATED. NO DEVIATIONS PERMITTED FROM SPECIFICATIONS AND CONDITIONS STATED HEREIN.

BY Jordan Monroe  
 CITY OF GREENVILLE, BUYER



**INVOICE**

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-67719  
Invoice Date: 6/23/2025  
Due Date: 7/23/2025  
Payment Terms: Net 30  
PO#:

**Payment Remittance Information**

**Pay by Check:**

Payable to: Flock Group Inc  
Memo: INV-67719  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

*If paying by check, please include the remittance slip below.*

**Pay by ACH:**

Account Legal Name: Flock Group Inc.  
Account Number: [REDACTED]  
Account Type: [REDACTED]  
Routing / SWIFT Code: [REDACTED]

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

**Make Checks Payable to: Flock Group Inc**

If sending via Flock Group Inc  
USPS: PO Box 121923  
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc  
UPS, FedEx or 891923  
USPS: 885 East Collins Boulevard,  
Suite 110  
Richardson, TX 75081

Account: SC - City of Greenville  
Environmental

Invoice #: INV-67719

Amount Due: **\$6,000.00**

Amount Enclosed: \$ \_\_\_\_\_

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-67719  
Invoice Date: 6/23/2025  
Due Date: 7/23/2025  
Payment Terms: Net 30  
PO#:

Bill To: SC - City of Greenville Environmental  
475 Fairforest Way  
Greenville, South Carolina, 29607

Ship To: SC - City of Greenville Environmental  
475 Fairforest Way  
Greenville, South Carolina 29607

Billing Company Name: SC - City of Greenville Environmental  
Billing Contact Name: Lynn Watkins  
Billing Email Address: [lwatkins@greenvillesc.gov](mailto:lwatkins@greenvillesc.gov)

Payment Terms: Net 30  
Contracted Billing Structure: Annual

Notes: Renewal - SC - Greenville Environmental Services - 2024: Year 2 of 24 Month Term, 2025 - 2026

*Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.*

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety LPR, fka Falcon	2	\$3,000.00	\$0.00	\$6,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.  
Link to Location of Services:

Subtotal: \$6,000.00  
Sales Tax: \$0.00  
Credit: \$0.00  
Payments: \$0.00  
Balance Due: \$6,000.00

If you have questions about your invoice or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com) or call 866-901-1781, option 3.

**License Plate Recognition (LPR) System**

**Scoring for RFP No. 21-3746**

**Closing Date: December 10, 2020**

<b>Reviewer Name</b>	<b>Flock Safety</b>	<b>Vigilant Solutions</b>
<b>C. Blair</b>	95.00	69.50
<b>J.H. Thompson</b>	86.50	65.00
<b>L. Hunt</b>	92.75	57.00
<b>R. LaTouche</b>	85.40	80.00
<b>T. Harrison</b>	86.50	74.00
<b>Total</b>	446.15	345.50

**License Plate Recognition (LPR) System**  
**Scoring for RFP No. 21-3746**  
**Closing Date: December 10, 2020**

C. Blair		Flock Safety	
Selection Criterion (As defined in Proposal)	Weight	Score (0 - 10) See Scoring Range	TOTAL (Weight x Score)
Understanding of the project's scope, technical knowledge of firm, ability, expertise & depth of firm & key personnel	45	10.00	45.00
Related experience and past performance for similar agencies on similar projects.	40	10.00	40.00
Cost Proposal	10	10.00	10.00
Compliance with City's Minority & Woman Owned Business Goal	5	0	0.00
<b>TOTAL</b>	<b>100</b>	<b>30.00</b>	<b>95.00</b>

Scoring Range	
Excellent	7.6 - 10.0
Good	5.1 - 7.5
Fair	2.6 - 5.0
Poor	0 - 2.5

**Instructions:**

Evaluation Committee member will review and independently score each proposal above based on the guidelines identified (0-10). Another committee meeting will be scheduled by Purchasing. Each member will bring their completed evaluation forms and discuss their individual scores. Scores may be adjusted as a result of discussion.  
 Do not include a score for cost or MWBE, this has been completed by Purchasing.  
 Completed evaluation sheets will be collected at the end of the committee meeting and tabulated. Totals will be read aloud and the summary sent via email.

**License Plate Recognition (LPR) System**  
**Scoring for RFP No. 21-3746**  
**Closing Date: December 10, 2020**

C. Blair		Vigilant Solutions	
Selection Criterion (As defined in Proposal)	Weight	Score (0 - 10) See Scoring Range	TOTAL (Weight x Score)
Understanding of the project's scope, technical knowledge of firm, ability, expertise & depth of firm & key personnel	45	7.00	31.50
Related experience and past performance for similar agencies on similar projects.	40	7.00	28.00
Cost Proposal	10	10.00	10.00
Compliance with City's Minority & Woman Owned Business Goal	5	0	0.00
<b>TOTAL</b>	<b>100</b>	<b>24.00</b>	<b>69.50</b>

Scoring Range	
Excellent	7.6 - 10.0
Good	5.1 - 7.5
Fair	2.6 - 5.0
Poor	0 - 2.5

**Instructions:**

Evaluation Committee member will review and independently score each proposal above based on the guidelines identified (0-10). Another committee meeting will be scheduled by Purchasing. Each member will bring their completed evaluation forms and discuss their individual scores. Scores may be adjusted as a result of discussion.  
 Do not include a score for cost or MWBE, this has been completed by Purchasing.  
 Completed evaluation sheets will be collected at the end of the committee meeting and tabulated. Totals will be read aloud and the summary sent via email.

**License Plate Recognition (LPR) System**  
**Scoring for RFP No. 21-3746**  
**Closing Date: December 10, 2020**

J.H. Thompson		Flock Safety	
Selection Criterion (As defined in Proposal)	Weight	Score (0 - 10) See Scoring Range	TOTAL (Weight x Score)
Understanding of the project's scope, technical knowledge of firm, ability, expertise & depth of firm & key personnel	45	9.00	40.50
Related experience and past performance for similar agencies on similar projects.	40	9.00	36.00
Cost Proposal	10	10.00	10.00
Compliance with City's Minority & Woman Owned Business Goal	5	0	0.00
<b>TOTAL</b>	<b>100</b>	<b>28.00</b>	<b>86.50</b>

Scoring Range	
Excellent	7.6 - 10.0
Good	5.1 - 7.5
Fair	2.6 - 5.0
Poor	0 - 2.5

**Instructions:**

Evaluation Committee member will review and independently score each proposal above based on the guidelines identified (0-10).  
 Another committee meeting will be scheduled by Purchasing. Each member will bring their completed evaluation forms and discuss their individual scores.  
 Scores may be adjusted as a result of discussion.  
 Do not include a score for cost or MWBE, this has been completed by Purchasing.  
 Completed evaluation sheets will be collected at the end of the committee meeting and tabulated. Totals will be read aloud and the summary sent via email.

**License Plate Recognition (LPR) System**  
**Scoring for RFP No. 21-3746**  
**Closing Date: December 10, 2020**

J.H. Thompson		Vigilant Solutions	
Selection Criterion (As defined in Proposal)	Weight	Score (0 - 10) See Scoring Range	TOTAL (Weight x Score)
Understanding of the project's scope, technical knowledge of firm, ability, expertise & depth of firm & key personnel	45	6.00	27.00
Related experience and past performance for similar agencies on similar projects.	40	7.00	28.00
Cost Proposal	10	10.00	10.00
Compliance with City's Minority & Woman Owned Business Goal	5	0	0.00
<b>TOTAL</b>	<b>100</b>	<b>23.00</b>	<b>65.00</b>

Scoring Range	
Excellent	7.6 - 10.0
Good	5.1 - 7.5
Fair	2.6 - 5.0
Poor	0 - 2.5

**Instructions:**

Evaluation Committee member will review and independently score each proposal above based on the guidelines identified (0-10).  
 Another committee meeting will be scheduled by Purchasing. Each member will bring their completed evaluation forms and discuss their individual scores.  
 Scores may be adjusted as a result of discussion.  
 Do not include a score for cost or MWBE, this has been completed by Purchasing.  
 Completed evaluation sheets will be collected at the end of the committee meeting and tabulated. Totals will be read aloud and the summary sent via email.

**License Plate Recognition (LPR) System**  
**Scoring for RFP No. 21-3746**  
**Closing Date: December 10, 2020**

L. Hunt		Flock Safety	
Selection Criterion (As defined in Proposal)	Weight	Score (0 - 10) See Scoring Range	TOTAL (Weight x Score)
Understanding of the project's scope, technical knowledge of firm, ability, expertise & depth of firm & key personnel	45	9.50	42.75
Related experience and past performance for similar agencies on similar projects.	40	10.00	40.00
Cost Proposal	10	10.00	10.00
Compliance with City's Minority & Woman Owned Business Goal	5	0	0.00
<b>TOTAL</b>	<b>100</b>	<b>29.50</b>	<b>92.75</b>

Scoring Range	
Excellent	7.6 - 10.0
Good	5.1 - 7.5
Fair	2.6 - 5.0
Poor	0 - 2.5

**Instructions:**

Evaluation Committee member will review and independently score each proposal above based on the guidelines identified (0-10). Another committee meeting will be scheduled by Purchasing. Each member will bring their completed evaluation forms and discuss their individual scores. Scores may be adjusted as a result of discussion. Do not include a score for cost or MWBE, this has been completed by Purchasing. Completed evaluation sheets will be collected at the end of the committee meeting and tabulated. Totals will be read aloud and the summary sent via email.

**License Plate Recognition (LPR) System**  
**Scoring for RFP No. 21-3746**  
**Closing Date: December 10, 2020**

L. Hunt		Vigilant Solutions	
Selection Criterion (As defined in Proposal)	Weight	Score (0 - 10) See Scoring Range	TOTAL (Weight x Score)
Understanding of the project's scope, technical knowledge of firm, ability, expertise & depth of firm & key personnel	45	6.00	27.00
Related experience and past performance for similar agencies on similar projects.	40	5.00	20.00
Cost Proposal	10	10.00	10.00
Compliance with City's Minority & Woman Owned Business Goal	5	0	0.00
<b>TOTAL</b>	<b>100</b>	<b>21.00</b>	<b>67.00</b>

Scoring Range	
Excellent	7.6 - 10.0
Good	5.1 - 7.5
Fair	2.6 - 5.0
Poor	0 - 2.5

**Instructions:**

Evaluation Committee member will review and independently score each proposal above based on the guidelines identified (0-10). Another committee meeting will be scheduled by Purchasing. Each member will bring their completed evaluation forms and discuss their individual scores. Scores may be adjusted as a result of discussion. Do not include a score for cost or MWBE, this has been completed by Purchasing. Completed evaluation sheets will be collected at the end of the committee meeting and tabulated. Totals will be read aloud and the summary sent via email.

**License Plate Recognition (LPR) System**  
**Scoring for RFP No. 21-3746**  
**Closing Date: December 10, 2020**

R. LaTouche		Flock Safety	
Selection Criterion (As defined in Proposal)	Weight	Score (0 - 10) See Scoring Range	TOTAL (Weight x Score)
Understanding of the project's scope, technical knowledge of firm, ability, expertise & depth of firm & key personnel	45	9.20	41.40
Related experience and past performance for similar agencies on similar projects.	40	8.50	34.00
Cost Proposal	10	10.00	10.00
Compliance with City's Minority & Woman Owned Business Goal	5	0	0.00
<b>TOTAL</b>	<b>100</b>	<b>27.70</b>	<b>85.40</b>

Scoring Range	
Excellent	7.6 - 10.0
Good	5.1 - 7.5
Fair	2.6 - 5.0
Poor	0 - 2.5

**Instructions:**

Evaluation Committee member will review and independently score each proposal above based on the guidelines identified (0-10). Another committee meeting will be scheduled by Purchasing. Each member will bring their completed evaluation forms and discuss their individual scores. Scores may be adjusted as a result of discussion. Do not include a score for cost or MWBE, this has been completed by Purchasing. Completed evaluation sheets will be collected at the end of the committee meeting and tabulated. Totals will be read aloud and the summary sent via email.

**License Plate Recognition (LPR) System**  
**Scoring for RFP No. 21-3746**  
**Closing Date: December 10, 2020**

R. LaTouche		Vigilant Solutions	
Selection Criterion (As defined in Proposal)	Weight	Score (0 - 10) See Scoring Range	TOTAL (Weight x Score)
Understanding of the project's scope, technical knowledge of firm, ability, expertise & depth of firm & key personnel	45	8.00	36.00
Related experience and past performance for similar agencies on similar projects.	40	8.50	34.00
Cost Proposal	10	10.00	10.00
Compliance with City's Minority & Woman Owned Business Goal	5	0	0.00
<b>TOTAL</b>	<b>100</b>	<b>26.50</b>	<b>80.00</b>

Scoring Range	
Excellent	7.6 - 10.0
Good	5.1 - 7.5
Fair	2.6 - 5.0
Poor	0 - 2.5

**Instructions:**

Evaluation Committee member will review and independently score each proposal above based on the guidelines identified (0-10). Another committee meeting will be scheduled by Purchasing. Each member will bring their completed evaluation forms and discuss their individual scores. Scores may be adjusted as a result of discussion. Do not include a score for cost or MWBE, this has been completed by Purchasing. Completed evaluation sheets will be collected at the end of the committee meeting and tabulated. Totals will be read aloud and the summary sent via email.

**License Plate Recognition (LPR) System**  
**Scoring for RFP No. 21-3746**  
**Closing Date: December 10, 2020**

T. Harrison		Flock Safety	
Selection Criterion (As defined in Proposal)	Weight	Score (0 - 10) See Scoring Range	TOTAL (Weight x Score)
Understanding of the project's scope, technical knowledge of firm, ability, expertise & depth of firm & key personnel	45	9.00	40.50
Related experience and past performance for similar agencies on similar projects.	40	9.00	36.00
Cost Proposal	10	10.00	10.00
Compliance with City's Minority & Woman Owned Business Goal	5	0	0.00
<b>TOTAL</b>	<b>100</b>	<b>28.00</b>	<b>86.50</b>

Scoring Range	
Excellent	7.6 - 10.0
Good	5.1 - 7.5
Fair	2.6 - 5.0
Poor	0 - 2.5

**Instructions:**

Evaluation Committee member will review and independently score each proposal above based on the guidelines identified (0-10). Another committee meeting will be scheduled by Purchasing. Each member will bring their completed evaluation forms and discuss their individual scores. Scores may be adjusted as a result of discussion.  
 Do not include a score for cost or MWBE, this has been completed by Purchasing.  
 Completed evaluation sheets will be collected at the end of the committee meeting and tabulated. Totals will be read aloud and the summary sent via email.

**License Plate Recognition (LPR) System**  
**Scoring for RFP No. 21-3746**  
**Closing Date: December 10, 2020**

T. Harrison		Vigilant Solutions	
Selection Criterion (As defined in Proposal)	Weight	Score (0 - 10) See Scoring Range	TOTAL (Weight x Score)
Understanding of the project's scope, technical knowledge of firm, ability, expertise & depth of firm & key personnel	45	8.00	36.00
Related experience and past performance for similar agencies on similar projects.	40	7.00	28.00
Cost Proposal	10	10.00	10.00
Compliance with City's Minority & Woman Owned Business Goal	5	0	0.00
<b>TOTAL</b>	<b>100</b>	<b>25.00</b>	<b>74.00</b>

Scoring Range	
Excellent	7.6 - 10.0
Good	5.1 - 7.5
Fair	2.6 - 5.0
Poor	0 - 2.5

**Instructions:**

Evaluation Committee member will review and independently score each proposal above based on the guidelines identified (0-10). Another committee meeting will be scheduled by Purchasing. Each member will bring their completed evaluation forms and discuss their individual scores. Scores may be adjusted as a result of discussion.  
 Do not include a score for cost or MWBE, this has been completed by Purchasing.  
 Completed evaluation sheets will be collected at the end of the committee meeting and tabulated. Totals will be read aloud and the summary sent via email.



**CITY OF GREENVILLE**  
 P.O. BOX 2207  
 GREENVILLE, SC 29602  
 PH. (864) 467-4545  
 FAX (864) 467-4597

# PURCHASE ORDER

**PURCHASE ORDER**  
**No. 250162**

THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING PAPERS, INVOICES, AND CORRESPONDENCE RELATING TO THIS ORDER.

**INVOICE TO: CITY OF GREENVILLE**  
 ACCOUNTS PAYABLE DIVISION  
 P.O. BOX 2207  
 GREENVILLE, SC 29602  
 PH: (864) 467-4540

**VENDOR**

**FLOCK SAFETY**  
 1170 HOWELL MILL ROAD  
 STE 210  
 ATLANTA, GA 30318  
**ATTENTION: JONATHAN LOVE**

**SHIP TO**

**CITY OF GREENVILLE**  
 PUBLIC WORKS DEPARTMENT  
 475 FAIRFOREST WAY  
 GREENVILLE, SC 29607

<b>ORDER DATE</b>	<b>VENDOR NO.</b>	<b>F.O.B.</b>	<b>REQUISITION NO.</b>
07/23/2024	11127	DELIVERED	
<b>REQUISITIONED BY</b>	<b>TERMS</b>	<b>DEPARTMENT</b>	<b>DATE REQUIRED</b>
Pam Lambert	NET 30	PUBLIC WORKS DEPARTMENT	07/25/2024

LINE #	PROJECT #	ACCOUNT	QTY	UOM	ITEM NO. & DESCRIPTION	UNIT COST	EXTENSION
1	SM4116		6,000.00	DL	SECURITY CAMERAS AT CITY RECYCLING CENTERS-RENEWAL	1.00	\$6,000.00
<b>TOTAL</b>							<b>\$6,000.00</b>

**REMARKS:**  
 City Contract No. 901959  
 Reference Attached Invoice No. INV-42393

**NOTICE ALL PACKAGES AND INVOICES MUST SHOW PURCHASE ORDER NUMBER AND QUANTITY.**

THIS ORDER IS VALID ONLY FOR THE AMOUNTS ENTERED HEREON AT THE PRICES STIPULATED. NO DEVIATIONS PERMITTED FROM SPECIFICATIONS AND CONDITIONS STATED HEREIN.

BY   
 CITY OF GREENVILLE, BUYER

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-42393  
Invoice Date: 6/24/2024  
Due Date: 7/24/2024  
Payment Terms: Net 30  
PO#:

Bill To: SC - City of Greenville Environmental

Ship To: SC - City of Greenville Environmental  
475 Fairforest Way  
Greenville, South Carolina 29607

Greenville, South Carolina, 29607

Billing Company Name: SC - City of Greenville Environmental  
Billing Contact Name: Lynn Watkins  
Billing Email Address: [lwatkins@greenvillesc.gov](mailto:lwatkins@greenvillesc.gov)

Payment Terms: Net 30  
Contracted Billing Structure: Annual

Notes: Renewal Opportunity: Year 1 of 24 Month Term, 2024 - 2025

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	2	\$3,000.00	\$0.00	\$6,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.  
Link to Location of Services:

Subtotal: \$6,000.00  
Sales Tax: \$0.00  
Credit: \$0.00  
Payments: \$0.00  
Balance Due: \$6,000.00

If you have questions about your invoice or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com) or call 866-901-1781, option 3.



**INVOICE**

**Flock Group Inc dba Flock Safety**  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-42393  
Invoice Date: 6/24/2024  
Due Date: 7/24/2024  
Payment Terms: Net 30  
PO#:

**Payment Remittance Information**

**Pay by Check:**

Payable to: Flock Group Inc  
Memo: INV-42393  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

*If paying by check, please include the remittance slip below.*

**Pay by ACH:**

Account Legal Name: Flock Group Inc.  
Account Number: [REDACTED]  
Account Type: [REDACTED]  
Routing / SWIFT Code: [REDACTED]

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

**By paying this invoice, I, the customer, agree to the terms and conditions listed at <https://www.flocksafety.com/terms-and-conditions>**

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

**Make Checks Payable to: Flock Group Inc**

If sending via Flock Group Inc  
USPS: PO Box 121923  
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc  
UPS, FedEx or 891923  
USPS: 1501 North Plano Rd. ste 100  
Richardson, TX 75081

Account: SC - City of Greenville  
Environmental

Invoice # INV-42393

Amount Due: **\$6,000.00**

Amount Enclosed: \$ \_\_\_\_\_

PURCHASE REQUISITION NBR: 0000024447

REQUISITION BY: PAM LAMBERT/LYNN WATKINS  
SHIP TO LOCATION: PUBLIC WORKS DEPARTMENT

STATUS: READY FOR BUYER PROCESSIN  
REASON: SECURITY CAMERAS AT CITY RECYCLING CENTERS-RENEWAL  
SUGGESTED VENDOR: 11127 FLOCK SAFETY

DATE: 7/18/24  
DELIVER BY DATE: 7/25/24

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1	SECURITY CAMERAS AT CITY RECYCLING CENTERS-RENEWAL	1.00	EA	6000.0000	6000.00
	COMMODITY: DATA PROCESSING SERVICES				
	SUBCOMMODO: S/W MAINTENANCE/SUPPORT				
				REQUISITION TOTAL:	6000.00

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A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT		AMOUNT
1		SUPPLIES	SM4116	100.00	6000.00
		MATERIALS & SUPPLIES	PALMETTOPRIDE LITTER FY24		
					6000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CITY CONTRACT NO. 901959  
FY25 ANNUAL RENEWAL FOR (2) SECURITY CAMERAS AT  
CITY RECYCLING CENTERS