



**TOWN OF WEST SPRINGFIELD
CONTRACT & GENERAL CONDITIONS
FOR GOODS & SERVICES**

Contract Number:	23-210-004
Town Department:	Police
Contractor Name:	Flock Safety
Contractor Address:	888 3rd Street
Contractor City, State, Zip:	Atlanta, GA 30318
Contractor Contact Person:	Craig Lynch
Contact Phone Number:	508-320-4650
Contact Email:	craig.lynch@flocksafety.com
Bid Number (if applicable):	
Contract Start Date:	April 05, 2023
Contract End Date:	April 04, 2024
Extension Options:	Not Applicable
Purchase Order Number:	2306025
Goods/Services Being Purchased:	5 Flock Safety LPR cameras for a 1 year term as listed on Invoice Number INV-14515

This Contract is made as of the date written above by and between the TOWN OF WEST SPRINGFIELD, a Massachusetts municipal corporation with a principal office at 26 Central Street, West Springfield, Massachusetts 01089 (hereinafter the “Town”) and the Contractor listed above (hereinafter the “Contractor”). In consideration of the mutual covenants contained herein, the parties agree as follows:

1. PURCHASE DETAILS.

- A. Description of Purchase. This is a Contract for procurement of the goods or services described in the quote/scope of work attached as Exhibit A, and includes any delivery, installation, setup or other requirements detailed therein.

B. Contract Price. The total price to be paid to the Contractor by the Town is:

\$12,500.00

C. Payment Terms. The Contractor shall, in the absence of a payment schedule, periodically submit to the Town invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice. The amounts due under such invoice shall be payable within thirty (30) days after the Town's receipt of such invoice. Invoices shall not be issued in advance and the Contractor may only invoice for services actually rendered or goods and materials actually delivered, in an amount not to exceed the amount shown on the face of this Contract.

D. Contract Term & Extensions. This Contract shall be substantially complete by the Contractor on or before the date specified above unless extended pursuant to a provision for extension contained in the Contract Documents at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds. The time stated in the Contract Documents is of the essence of the Contract. By executing this Contract, the Contractor confirms that the contract time is a reasonable period of time for delivery of the goods.

2. **ACCEPTANCE OF GOODS.** All goods shall be received subject to the Town's right of inspection and rejection. If the Town finds goods and services furnished to be incomplete or not in compliance with the Town's specifications, the Town, at its sole discretion, may either reject the goods or services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever the Town deems appropriate under the circumstances.

3. **CONTRACT DOCUMENTS.** "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: this Contract & General Conditions; instructions to bidders; general specifications; other specifications included in the Town's invitation for bids or request for proposals; addenda issued during the bidding period; and contractor's proposal, which documents are incorporated herein by reference. In the event of conflicting provisions, the provisions most favorable to the Town shall govern.

4. **SUBJECT TO APPROPRIATION.** Notwithstanding anything in the Contract Documents to the contrary, any and all payments that the Town is required to make under

this Contract shall be subject to appropriation or other availability of funds as certified by the Chief Financial Officer.

5. **CONTRACTOR'S BREACH AND THE TOWN'S REMEDIES.** Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town shall have all the rights and remedies provided in the Contract and Contract Documents, including, but not limited to, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity, or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.
6. **CLAIMS BY CONTRACTOR AND LIABILITY OF THE TOWN.** All claims by the Contractor against the Town shall, unless otherwise provided by law, be initiated by a written claim submitted to the Town no later than seven (7) calendar days after the event or the first appearance of the circumstances causing the claim. The claim shall set forth in detail all known facts and circumstances supporting the claim. The Contractor shall continue its performance under this Contract regardless of the submission or existence of any claims. The liability of the Town under this Contract is limited to the compensation provided herein for goods actually delivered to the extent that such compensation is permitted by law. The Town's liability shall in no event include liability for incidental, special or consequential damages or lost profits or for damages of loss from causes beyond the Town's reasonable control. To the full extent permitted by law, no official, employee, agent or representative of the Town of West Springfield shall be individually or personally liable on any obligation of the Town under this Contract. Acceptance by the Contractor of payment from the Town for final services under this Contract shall be deemed to release forever the Town from all claims and liabilities, except those which the Contractor notifies the Town in writing within six (6) months after such payment.
7. **TERMINATION.** The Town may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the Town identifying the breach. This Contract may be terminated at any time for the convenience of the Town by delivering or mailing to the Contractor a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for goods delivered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The Parties agree that if the Town erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
8. **STATUTORY COMPLIANCE.** The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Contract. This Contract shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

- A. Conflict of Interest. Both the Town and the Contractor stipulate to the applicability of the State Conflict of Interest Law (Massachusetts General Laws (“M.G.L.”) Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the law’s applicability to the performance of this Contract, and, by executing the Contract, the Contractor certifies to the Town that neither it nor its agents, employees, or Subcontractors, are in violation of Massachusetts General Laws Chapter 268A.
 - B. Certification of Tax Compliance. Pursuant to M.G.L. c. 62C, § 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor’s knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.
 - C. Certification of Non-Debarment or Suspension. Pursuant to M.G.L. c. 29, § 29F, the Contractor certifies under penalties of perjury, that to the best of Contractor’s knowledge and belief that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions. Furthermore, if, during the duration of this contract, the Contractor becomes suspended or debarred, the Contractor shall notify the Town in writing within five (5) days of such occurrence.
 - D. Amendments & Change Orders. If applicable, any amendments and/or change orders made to this Contract must be made in writing and signed by both Parties and may not increase the price of the contract by more than twenty-five percent (25%) of the original maximum Contract price, pursuant to M.G.L. c. 30B, § 13.
9. **ASSIGNMENT.** Assignment of this Contract is prohibited without the prior written approval of the Mayor.
10. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from this Contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers’ Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Contract. This shall not be construed as a limitation of the Contractor’s liability under the Contract or as otherwise provided by law.
11. **INSURANCE.** Contractor shall maintain adequate insurance in any and all forms to protect both Contractor and the Town against all liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out of or resulting from performance of this Contract. The Contractor shall be responsible to the Town or any third party for any

property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Contract. The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under Massachusetts General Laws Chapter 152.

If the Contractor is providing services, the Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, and personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws.

Prior to commencement of any work under this Contract, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

12. INDEPENDENT CONTRACTOR. The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Contract and shall not be considered an employee or agent of the Town for any purpose.

13. NOTICES. Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address on the face of this Contract. Notice to the Town shall be deemed sufficient if sent to the Town of West Springfield, Attn: Town Attorney, 26 Central Street, Suite 32, West Springfield, MA 01089.

14. MISCELLANEOUS PROVISIONS

- A. Forum and Choice of Law. This Contract shall be governed, interpreted and construed under the laws of the Commonwealth of Massachusetts without regard to conflict of law principles. The Parties agree that any dispute or litigation arising in whole or in part hereunder shall, at the option of the Town, be litigated in any state or federal court of competent subject matter jurisdiction sitting in Hampden County, Massachusetts.
- B. Entire Agreement. This Contract represents the entire agreement between the Contractor and the Town, and supersedes any prior agreements whether oral or written. This Contract may be amended only by a written instrument executed by both the Contractor and the Town.
- C. Severability. If any provision of this Contract shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of the contract shall be deemed to be amended to the minimum extent necessary to provide to the parties substantially the benefits set forth in this Contract.
- D. Counterparts and Electronic Signatures. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may also be executed by facsimile, email, or other electronic means, and so executed shall have the full force and legal effect as an original.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and sealed by their agents hereunto duly authorized as of the dates written below.

THE CONTRACTOR

THE TOWN OF WEST SPRINGFIELD

eSigned via SeamlessDocs.com

By: **Craig Lynch**
Its: Sales Manager

eSigned via SeamlessDocs.com

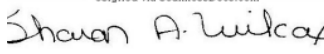
By: **William C. Reichelt**
Its: Mayor/Chief Procurement Officer

05-11-2023

05-15-2023

Date

Date

eSigned via SeamlessDocs.com

Key: c919bc5cd1b744bffa28258853315f6e
Certified as to Appropriation
Chief Financial Officer/Town Accountant

eSigned via SeamlessDocs.com

Paul Connor
Department Head

JF

flock safety

INVOICE

Flock Group, Inc.
www.flocksafety.com

Invoice Number: INV-14515
Date Issued: 4/24/2023
Due Date: 5/24/2023
Payment Terms: Net 30
PO#:

Bill To:
MA - West Springfield PD
26 Central St #22
West Springfield, Massachusetts, 01089

Notes:

ITEMS	BEGIN DATE	END DATE	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	4/5/2023	4/4/2024	5	2,500.00	\$0.00	\$12,500.00

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

Subtotal: \$12,500.00
Credit: \$0.00
Sales Tax: \$0.00
Total: \$12,500.00

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-14515
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

Questions about your invoice? Contact billing@flocksafety.com

Online payment link:

https://invoice.stripe.com//acct_19rTICEaLZZMOidT/live_YWNjdF8xOXJUaUNFYUxaWk1PaWRULF9ObTB6MHBmV1FrT3ptTmFsMUFNZ1hnRDdIOVlwRTR4LDcyODk3MjA50200mYmkoUF7?s=ap