

# Purchase Order

**City of Milwaukee**  
 CITY OF MILWAUKEE  
 200 E WELLS STREET  
 MILWAUKEE WI 53202  
 United States

CIMIL

Dispatch via Print

Purchase Order CIMIL-PUR16236	Date 08/29/2018	Revision	Page 1
Payment Terms PROMPT PAY	Freight Terms F.O.B. Destination	Ship Via Not Appl	
Buyer Nathan Churchill	Phone 414/286-2392	Currency USD	

**Vendor:** 0001102229  
 GRAYSHIFT LLC  
 931 MONROE DR NE STE A102-340  
 ATLANTA GA 30308-1793

**Ship To:** 331-BUDGET  
 POLICE DEPT BUDGET/FINANCE ROOM 706  
 749 W. STATE STREET  
 MILWAUKEE WI 53233  
 United States

**Attention:** DET. SEAN LIPS

**Bill To:** POLICE DEPT BUDGET/FINANCE ROOM 706  
 749 W. STATE STREET  
 MILWAUKEE WI 53233  
 United States

**Tax Exempt?** Y    **Tax Exempt ID:** A-245518

**Replenishment Option:** Standard

Line-Sch	Item/Description	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	GRAYKEY APPLE IPHONE UNLOCKING TOOL	1.00	EA	15,000.0000000000	15,000.00	09/30/2018

**Schedule Total** 15,000.00

FOR THE PURCHASE OF GRAYKEY UNIT AND GRAY KEY LICENSE (ONLINE MODE). LICENSE TERM = 12 MONTHS.

MAXIMUM COMPENSATION NOT TO EXCEED \$15,000.00.

MILWAUKEE POLICE DEPARTMENT CONTACT: DET. SEAN LIPS 414-935-7014 SLIPS@MILWAUKEE.GOV

GRAYSHIFT CONTACT: DAVID MILES INFO@GRAYSHIFT.COM

TO BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER (EXHIBIT 1) AND GRAYSHIFT QUOTE # 20180828-201 DATED 08/28/2018 (EXHIBIT 2).

**Item Total** 15,000.00

**Total PO Amount** 15,000.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

City Purchasing Director <i>[Signature]</i>	City Comptroller <i>[Signature]</i>
Date 9-5/2018	Date 9/5/2018

VC

1. **INVOICES:** All invoices (in duplicate), shipping notices, and bills of lading are to be mailed to the DEPARTMENT RECEIVING ORDER within 24 hours after shipment. All invoices must reference the purchase order number or they will be returned to you. PLEASE OBTAIN THE ADDRESS OF THE CITY DEPARTMENT WHERE THE INVOICE SHOULD BE SENT IF NOT STATED ON THE FACE ON THIS PURCHASE ORDER UNDER "BILL TO" ADDRESS.
2. **ACKNOWLEDGEMENT:** When requested, kindly acknowledge orders promptly and state when delivery will be made.
3. **CHANGES:** The conditions, terms or quantities on this contract must not be changed by vendor. If not satisfactory, please return with your comments.
4. **CANCELLATION:** The City Purchasing Director reserves the right to cancel this purchase order in whole or in part if deliveries are not made in accordance with all the terms of this contract.
5. **TERMINATION FOR CONVENIENCE OF THE CITY:** The City may terminate this Contract at any time for any reason by giving at least ten (10) days' notice in writing from the City Purchasing Director to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the commodities actually and satisfactorily provided, less payments previously made.
6. **SHIPMENTS:** All materials named on this order are to be shipped F.O.B. Destination. TIME IS OF THE ESSENCE. Vendor is requested to notify the Department placing the order if delivery cannot be made in accordance with this order.
7. **PRICE:** If price is omitted, it is agreed that vendor's price will be the lowest prevailing market price.
8. **PACKING:** Materials shall be properly packaged. Damaged goods will not be accepted. Packages are to be plainly marked with vendor's name and purchase order number. No charges will be allowed for boxing, packing, or crating.
9. **NON-DISCRIMINATION:** In performing in accordance with the terms of this contract, the contractor agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories as defined in Section 109-45 of the Milwaukee Code of Ordinances. Vendor is required to include a similar provision in all subcontracts. This provision shall include, but shall not be limited to: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.
10. **PATENTS:** Vendor hereby guarantees that the sale or use of the products described herein will not infringe on any patent, copyright, or trademark.
11. **INDEMNITY:** Vendor shall indemnify and save harmless the City of Milwaukee from and against any claims, injuries, damages, or losses, including attorney fees and litigation expenses, arising out of the negligent performance of Vendor.
12. **TAX EXEMPTION:** The City of Milwaukee is exempt from the payment of all federal taxes. Registration No. A-245518 for tax-free transactions is on file with the Milwaukee Office of the Internal Revenue Service. The City of Milwaukee is exempt from Wisconsin sales or use tax under Section 77.54(1) and (9a), Wisconsin State Statutes. The City's Wisconsin Sales and Use Tax Exemption number is ES 44381.
13. **RESPONSIBILITY:** No adjustments, changes, or purchase of materials, supplies, services and/or equipment will be recognized unless made through the DOA-Purchasing Division.
14. Contractor agrees that they will comply with all applicable requirements of the AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. 12101, et seq.
15. All terms and conditions found in any contract containing terms specific to this procurement apply to this procurement. In all cases of conflicts between such contract and items 1-13 above, the contract containing the terms specific to this procurement shall prevail.
16. **PROMPT PAYMENT LAW:** It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor's receipt of payment from the City of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.
17. **PAYMENT MONITORING REQUIREMENTS** – All Contractors awarded a contract valued at \$25,000.00 or more are required to participate in training on the City of Milwaukee's contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City's contract compliance software. Please contact the Office of Small Business Development (OSBD) at 414-286-5553 should you have any questions or concerns regarding the training process.
18. **FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION:** The City of Milwaukee reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.



**Date of Quote:**  
August 28, 2018

**Expiration of Quote:**  
September 28, 2018

**To:**  
Sean Lips  
Milwaukee Police Department  
749 W. State St.  
Milwaukee, Wisconsin 53233  
Slips@milwaukee.gov

**From:**  
David Miles  
Grayshift, LLC  
931 Monroe Dr NE, Suite A102-340  
Atlanta, GA 30308  
Web: <https://www.grayshift.com>  
Sales@grayshift.com

### GrayKey Quote

Item	List Price	Quantity	Extended Price
GrayKey Unit	\$500.00	1	\$500.00
GrayKey License (Online Mode)	\$315,000.00	1	\$15,000.00
<b>SUB-TOTAL</b>			\$15,500.00
<b>First Year License Discount</b>			-\$500.00
<b>TOTAL</b>			<b>\$15,000.00</b>

### Quote Terms

- License Term = 12 months
- Number of uses during the license term = Unlimited
- Continuing software updates delivered during the license term

### Payment Terms

**Purchase Order method:**

- Net30 (Payment due 30 days from receipt of invoice)  
Payments received after 30 days will be assessed a 2% late fee.
- An additional 2% will be assessed for non-payment each month thereafter.

**Immediate method:**

- Grayshift accepts major credit cards including Visa, Mastercard, and American Express.