



We have prepared a quote for you

**PPD - New 5 Year Deal - 2022-9-26**

Quote # 050357  
Version 5

Prepared for:

**City of Pascagoula Police Department**

Chris Weeks  
[cweeks@cityofpascagoula.com](mailto:cweeks@cityofpascagoula.com)

## Renewals

Item	Description	Price	Qty	Ext. Price
	<b>BodyWorn Only Renewal - 5 Years (10/01/2022-09/30/2027)</b>			
BW-S-4005	<b>Unlimited Pro Plan BodyWorn 5 Year - AVaiLWeb and SmartRedaction SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download</b>	\$4,950.00	6	\$29,700.00
	<b>BodyWorn, InCar Video and Communications - 5 Years (10/01/2022-09/30/2027)</b>			
BWI-S-4005	<b>Unlimited Pro Plan Fleet and BodyWorn 5 Years (In-Car Video and BodyWorn Video) AVaiLWeb and SmartRedaction SaaS, Training and configuration, Warranty and Technical Support with Unlimited Video Storage and Download</b>	\$10,560.00	39	\$411,840.00

**Subtotal: \$441,540.00**

## Optional - BodyWorn Refresh

Item	Description	Price	Qty	Ext. Price
	<b>BodyWorn Refresh</b>			
BodyWorn-Refresh	<b>BodyWorn Hardware Refresh at the 37th month of the Contract- Includes Media Controller, Charging Cables, Case, Holster, and Screen Protector</b>	\$900.00	45	\$40,500.00

**Subtotal: \$40,500.00**

## Optional - ALPR

Item	Description	Price	Qty	Ext. Price
ALPR-H-4001-X5	<b>ALPR Video System Hardware Bundle *ADD Material Bundle at Time of Order*</b>	\$5,000.00	1	\$5,000.00
ALPR-S-4005	<b>AVaiL Web SaaS and Warranty with 24/7 Technical Support for ALPR - 5 Years (10/01/2022-09/30/2027)</b>	\$6,200.00	1	\$6,200.00
DISCOUNT	<b>Discount with Multi-Year Agreement</b>	(\$11,200.00)	1	(\$11,200.00)



## Optional - CAD Integration

Item	Description	Price	Qty	Ext. Price
CAD-I-4001	<b>CAD Integration</b>	\$15,000.00	1	\$15,000.00

**Subtotal:** **\$15,000.00**



## PPD - New 5 Year Deal - 2022-9-26

**Prepared by:**

**Metrix Solutions**  
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**Prepared for:**

**City of Pascagoula Police Department**  
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**Quote Information:**

**Quote #: 050357**  
Version: 5  
Delivery Date: 09/26/2022  
Expiration Date: 09/30/2022

### Quote Summary


Description	Amount
Renewals	\$441,540.00
Optional - BodyWorn Refresh	\$40,500.00
Optional - CAD Integration	\$15,000.00

**Total: \$497,040.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

 Metrix - Payment Terms

• **5 Year Payment Schedule**

- Year 1 - Payment 1: Due by 05/30/2022 - \$99,408.00
- Year 2 - Payment 2: Due Upon Anniversary - \$99,408.00
- Year 3 - Payment 3: Due Upon Anniversary - \$99,408.00
- Year 4 - Payment 4: Due Upon Anniversary - \$99,408.00
- Year 5 - Payment 5: Due Upon Anniversary - \$99,408.00

- Once order has been submitted and processed by Metrix Solutions, a restocking fee may apply if customer decides to cancel the order. Please note that this document is a sales quotation and not an invoice. An invoice will be sent upon delivery of items and/or services ordered. Payment is due upon receipt of invoice. A 1% per month interest charge begins at 30 days.

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

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

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

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

## ▶ Metrix - New Terms and Conditions

### Terms and Conditions for BodyWorn

#### T-1. CONTRACT

This Sales Contract (hereinafter Agreement) is entered into by and among Metrix Solutions (hereinafter SELLER), Utility Associates Inc. (hereinafter MANUFACTURER) and Pascagoula Police Department (hereinafter BUYER). The Terms and Conditions and order information set forth in this document or incorporated by reference and any modification made pursuant to it shall constitute the complete and exclusive written expression of the terms and conditions of the agreement between the parties, and supersedes all prior or contemporaneous proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this contract. The terms and conditions of this Agreement as set out herein may not in any way be explained or supplemented by a prior or existing course of dealings between the parties by any usage of trade or custom, or by any prior performance between the parties pursuant to this contract or otherwise and may not be modified in any way by any subsequent orders, proposals, acknowledgments, or other communications which relate to said order, unless specifically agreed in writing by BUYER, SELLER and MANUFACTURER. Neither SELLER nor MANUFACTURER is responsible for typographical errors made in any of its publications, or for stenographic or clerical errors made in preparation of quotations, acknowledgments, or specifications. All such errors are subject to correction. All prices are based on the quantity and delivery shown on the quotation or acknowledgment.

#### T-2. LIMITED WARRANTY

Products sold by SELLER pursuant to this Agreement have been manufactured by MANUFACTURER and accordingly are warranted by MANUFACTURER at time of shipment to be free from defects in material and workmanship under normal use and service. This warranty is only applicable to any of MANUFACTURER's products which BUYER returns to MANUFACTURER within one (1) year from the date of initial delivery, and which MANUFACTURER determines to be defective within the terms of this warranty. Products are warranted by MANUFACTURER at time of shipment to be free from defects in material and workmanship under normal use and service. MANUFACTURER'S obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at MANUFACTURER's sole option. MANUFACTURER shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective Products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the MANUFACTURER's property. This warranty does not extend to any MANUFACTURER product which has been subjected to misuse, neglect, accident, improper installation, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by MANUFACTURER, or which has been repaired or altered by BUYER or persons other than MANUFACTURER or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper signals, or products which have had their serial number or any part thereof altered, defaced, or removed. MANUFACTURER liability does not cover normal wear and tear or deterioration. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WRITTEN, EXPRESS, IMPLIED OR STATUTORY WARRANTIES. IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY AND DESIGN WARRANTIES ARE SPECIFICALLY EXCLUDED AND SHALL NOT APPLY.

#### T-3. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM LOSS OF PROFIT OR REVENUE, INSTALLATION OR REMOVAL COSTS OR COSTS OF SUBSTITUTE PRODUCTS. BUYER AGREES THAT ANY BASIS FOR IMPOSING ANY LIABILITY ON SELLER FOR PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, OR LEGAL EXPENSES RELATING TO THE SALE OR USE OF SELLER'S PRODUCTS SHALL BE VOID AND UNENFORCEABLE TO THE EXTENT NOT PROHIBITED BY LAW. THE TOTAL LIABILITY OF SELLER ON ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING

Initials: \_\_\_\_\_

OUT OF, CONNECTED WITH OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY PRODUCT WILL NOT EXCEED THE PRICE PAID FOR THE PRODUCT OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. BUYER AGREES TO HOLD SELLER HARMLESS FROM ALL LIABILITIES AND CLAIMS ARISING FROM USE OF SELLER'S PRODUCT.

#### T-4. DELIVERY

The shipment date set out herein is SELLER's best estimate of the time material will be shipped from MANUFACTURER, and neither SELLER nor MANUFACTURER assumes any liability for loss, damage, or consequential damages due to delays for any reason. In no way shall SELLER be bound to a firm shipment or delivery date, regardless of the wording in the BUYER's order, except if expressly agreed to in writing by SELLER.

#### T-5. SHIPMENTS

All shipments are F.O.B. MANUFACTURER's warehouse. SELLER assumes no liability for loss, delay, breakage, or damage after delivering packaged products in good order to the carrier. All risks of loss transfer to the BUYER upon delivery of the goods to the carrier at the F.O.B. point. All transportation and shipment costs are the sole liability of the BUYER.

#### T-6. ACCEPTANCE

Final acceptance or rejection of the goods to the contractual requirements shall be at MANUFACTURER's warehouse in accordance with MANUFACTURER's standard acceptance procedure within thirty (30) days after written notice to BUYER of acceptance test schedule. Title shall pass to the BUYER upon acceptance of each line item at MANUFACTURER's warehouse. Upon acceptance of each unit of goods, BUYER waives any right to revoke such acceptance for any reason, whether known or unknown to BUYER at the time of acceptance. BUYER's sole and exclusive remedy regarding any defect or nonconformance becoming apparent in the goods after such acceptance shall be as set out in Clause T-2 hereof entitled WARRANTY.

#### T-7. FORCE MAJEURE

In no event shall SELLER or MANUFACTURER be liable for any losses or damages (including incidental or consequential damages), delays or defaults occasioned by: (1) acts of God or of a public enemy, (2) acts of the United States or any state or political subdivision thereof, (3) fires, floods, explosions or other catastrophes, (4) epidemics and quarantine restrictions, (5) strikes, slowdowns or labor stoppages of any kind, (6) freight embargoes, (7) unusually severe weather (8) delays of a supplier, or (9) causes beyond the control of SELLER or MANUFACTURER.

#### T-8. TERMINATION

In the event of termination of all or any part of the order by BUYER or SELLER prior to completion of performance hereunder, SELLER shall be entitled to the amount owed as of the date of termination, which is calculated based on the total project value less the pro-rated amount to be refunded. The amount refunded is calculated as a percentage of time remaining on the original contract.

#### T-9. PATENTS, TRADEMARKS, AND COPYRIGHTS

None of the MANUFACTURER's patent, trademark, copyright, or trade secret rights is transferred to BUYER other than the right to use products manufactured by MANUFACTURER and supplied by Seller in the normal course of its business.

Initials: \_\_\_\_\_

#### T-10. BUYER'S DATA

BUYER agrees that all data furnished in conjunction with its order together with any information furnished orally shall be free from proprietary or confidentiality restriction except as otherwise agreed in writing by SELLER.

#### T-11. PRICE, QUANTITY AND TAXES

The prices and quantities set out herein represent the quantity information contained in BUYER's order to SELLER, and SELLER's agreed-to-price therefore, and shall be controlling. In case of dispute, both parties shall in good faith seek to reach agreement in accord with the original agreed-to-order. BUYER agrees to pay all applicable federal, state and local revenue, excise, sales, use or similar taxes. BUYER, at SELLER's discretion, shall provide SELLER with a suitable tax-exempt certificate acceptable to the taxing authorities.

#### T-12. CHANGES

Any changes by BUYER relating to the work to be performed, method of shipment or packing, schedule, or place of delivery must be made by written order to SELLER. If such changes cause an increase or decrease in the cost of performance or in the time required for performance, SELLER shall be entitled to an equitable adjustment and the contract shall be modified accordingly prior to implementation of the change.

#### T-13. TERMS OF PAYMENT

Payment is due thirty (30) days from the date of shipment, contingent upon credit approval, unless otherwise specified on the invoice. Each shipment shall be considered a separate and independent transaction and therefore payment shall be made accordingly without any setoff. If shipments are delayed by or at the request of BUYER, amounts outstanding and unpaid beyond the time specified in these terms may, at the sole discretion of the SELLER, accrue interest at 1.5% per month for the duration of the unpaid balance. Orders for custom or special products and/or services are irrevocable and may require advance payment. Failure of BUYER to make payments shall be grounds for SELLER to delay shipment, place the BUYER on Credit Hold or terminate the contract in whole or in part.

#### T-14. LETTER OF CREDIT

SELLER shall not be obligated to provide a letter of credit or other form of contract guarantee for payments received prior to final delivery.

#### T-15. ASSIGNMENT

Neither this contract nor any interest herein may be assigned by BUYER, either voluntarily or by operation of law without the prior written consent of SELLER. No consent shall be deemed to relieve BUYER of its obligations to fully comply with the requirements hereof. SELLER may, without BUYER's consent, assign any monies due or to become due hereunder.

#### T-16. JURISDICTION

This contract shall be governed by and construed according to the Laws of the State of Georgia, and exclusive jurisdiction and venue shall lie in the courts of the State of Georgia.

#### T-17. MERCHANDISE AND CLAIM TERMS

Orders cancelled by BUYER will be subject to a cancellation charge not to exceed 20% of the value of the cancelled order, at SELLER's discretion.





Initials: \_\_\_\_\_

**T-18. RETURNED GOODS**

No merchandise will be accepted for return without written authorization. All returns must be unused, undamaged, in the original factory carton, and accompanied by a "Return Material Authorization" (RMA) number and a copy of the SELLER invoice. Restocking charges apply to returned goods depending upon the circumstances of return and condition of product. All returned goods must be shipped prepaid, insured, and properly packed and the RMA number must be referenced on all correspondence and must be visible on the exterior of the carton.

**T-19. GENERAL**

MANUFACTURER reserves the right to make changes in design, at any time, without incurring any obligations to provide same on units previously purchased or to continue to supply obsolete units or parts. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. The failure of either party to insist, in any one or more instances, upon the performance of any term or terms of this order shall not be construed as a waiver or relinquishment of that party's right to such performance or to future performance of such a term or terms, and the other party's obligation in respect hereto shall continue in full force and effect.

SELLER specifically rejects and objects to BUYER issuance of any unilateral order not in full compliance and agreement with these SELLER Terms and Conditions of Sale, except if expressly agreed to in writing by SELLER.

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

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

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

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