

Req: 53241

a/c: 907000.565040

Parking Services

\$ 42,025.10



Proposal: PROPOSAL-14874/2  
For: Fort Collins, City of

<b>Corporate Headquarters</b> 1200 W Mississipi Ave Denver, CO 80223 Phone: 888.836.7841 Email: <a href="mailto:sales@pcsmobile.com">sales@pcsmobile.com</a>	<b>Print Date:</b> 04/20/2016 03:01 PM <b>Proposal Valid Date:</b> 05/20/2016 01:25 PM  <b>Inside Sales Rep:</b> Mandy Straight Email: <a href="mailto:mandys@pcsmobile.com">mandys@pcsmobile.com</a> Phone: 303-552-3957 Fax: 303-346-4274
<b>Customer:</b> Fort Collins, City of PO Box 580 Accounting Dept Fort Collins, CO 80522-0580	<b>Salesperson:</b> Sean Bruecken Email: <a href="mailto:seanb@pcsmobile.com">seanb@pcsmobile.com</a> <b>Proposal Created By:</b> Mandy Straight

## Proposal

Customer	Requested By	F.O.B.	Terms	Contract
	Craig Dubin	Origination	Net 30 Days	None

Line	Item Number	Description	Price	Quantity	Subtotal
1	AU-K-C2XS-850	AutoVu SharpX CITY Dual base KIT includes main processing unit, hard mount brackets, wiring, GPS, high resolution LPR units and in-vehicle license.	\$32,500.00	1.00	\$32,500.00
2	AUMOFFLINEMAPNA	Mapping License including data for North America - Per vehicle license	\$500.00	1.00	\$500.00
3	ADV-LPR-M-1Y	Genetec™ Advantage Subscription1 AutoVu mobile system connection to Security Center - 1 Month	\$16.70	3.00	\$50.10
4	MOB-VEHINSTALL	Installation of AutoVu onto Mobile Computer Assembly in each vehicle installation of software, configuration and testing.	\$2,000.00	1.00	\$2,000.00
5	VID-INSTALL	Video Installation Services	\$400.00	1.00	\$400.00
6	SHIP	Shipping	\$300.00	1.00	\$300.00
7	COMPUTING-PROD	Panasonic Toughbook CF19 Dual Mode Notebook Complete Kit; Laptop, Mounting Hardware, Antenna, Docking, Chargeguard (VEHICLE MAKE AND MODEL MANDATORY AT TIME OF ORDER)	\$6,000.00	1.00	\$6,000.00
8	COMPUTING-PROD	4G LTE Wireless Modem	\$275.00	1.00	\$275.00
					<i>Sub Total</i>
<b>Optional</b>					
9	MOB-MAMBASECAMP	Any service or support that required a PCS Mobile Mobility Specialist to work with the customer via Phone, Email, Remote and/or at the PCS Mobile Shop to resolve issues involving the AutoVu LPR solution in the vehicle.	\$250.00	1.00	\$250.00
10	MOB-SUPPORT	Any service or support that requires a PCS Mobile IT Specialist to work with the customer via Phone, Email, Remote and/or at the PCS Mobile Shop to resolve issues involving the AutoVu LPR software (i.e. Security Center or Patroller on the Server).	\$1,500.00	1.00	\$1,500.00
11	MOB-MAPM	Optional Preventative Maintenance to include with any package. This visit includes checking and re-seating all connections, mounting hardware and adjusting of hardware and software.	\$250.00	1.00	\$250.00
12	TRAVEL_ZONE1+	Per Trip Charge for Preventative Maintenance.	\$150.00	1.00	\$150.00

## Terms and Conditions

### Portable Computer Systems, Inc., dba: PCS Mobile Standard Reseller: Terms and Conditions

1. **Contract Terms.** These Terms and Conditions are attached to and made a part of a "Quote" for resale of products ("Products") provided by Portable Computer Systems, Inc., dba: PCS Mobile ("PCS") to the buyer named therein ("Buyer"); and all further references herein to "this Agreement" mean the Quote, including these Terms and Conditions. Upon acceptance of this Agreement by Buyer, the provisions of this Agreement constitute a binding contract between PCS and Buyer. This Agreement shall be accepted by Buyer upon either receipt from Buyer of any written communication confirming this Agreement or acceptance by Buyer of Products shipped by PCS pursuant to this Agreement. This Agreement supersedes all prior communications relating to the Products covered by this Agreement, and any contrary or supplemental provisions in any Buyer purchase order or other communication from Buyer are specifically rejected.
2. **Payment.** Payment for the Products shall be in US dollars as stated in this Agreement. Unless stated otherwise, prices stated in this Agreement do not include any state or local sale, use or other taxes or assessments or freight charges (beyond delivery by PCS to common carrier), all of which shall be paid by Buyer. A service charge of 1.5% per month will be charged on all past due balances and will be due on demand. All PCS costs of collection, including reasonable attorney's fees, shall be paid by Buyer. Buyer grants PCS a security interest (and the right to file UCC financing statements) in the Products to secure payment of all amounts due. If Buyer fails to make any payment when due, PCS shall have the right to revoke any credit extended, regarding the Products or otherwise, to delay or cancel any or all future deliveries without liability to Buyer. The obligation of PCS to deliver Products shall terminate without notice upon filing of any bankruptcy proceeding by or against Buyer or appointment of any trustee for Buyer or any of its assets. Under no circumstances may Buyer set off against amounts due PCS pursuant to this Agreement any claim Buyer may have against PCS for any reason.
3. **Shipment.** Delivery of all Products shall be F.O.B. place of shipment by or for PCS, unless otherwise agreed in writing. PCS reserves the right to select the means of shipment, point of shipment and routing. Delivery will be deemed complete upon transfer of possession of Products to common carrier as described above, whereupon all risk of loss, damage or destruction to the Products shall pass to Buyer.
4. **Acceptance of Products; Returns.** All Products shall be deemed accepted by Buyer unless Buyer notifies PCS in writing within seven (7) calendar days of receipt of Products of any short shipment, wrong product shipment, damaged Products or similar discrepancies. Once accepted by Buyer, Products may be returned only with authorization from PCS, in the sole discretion of PCS; and in no case will returns be considered more than thirty (30) days after delivery to Buyer. If accepted for return Products will be subject to a 20% restocking fee.
5. **Warranties.** PCS makes no representation with regard to Products of any kind or nature, express or implied, including any warranty of merchantability or fitness for a particular purposes, or usage of trade. Products are covered by manufacturer's warranty only. Copies of manufacturer's warranty will be provided to Buyer upon written request. PCS assigns to Buyer all warranties on the Products accepted by Buyer; and PCS shall have no obligation relating to processing claims there under, though PCS may assist Buyer therewith at the sole option of PCS.
6. **Limitation on Liability.** In no event shall PCS be liable for any claims for loss of use, revenue, profit or customer, or any direct, indirect, special, incidental or consequential damages of any kind or nature arising out of, or connected with the Products, the use thereof, or the sale thereof by PCS to Buyer. Further, Buyer agrees to indemnify and defend PCS from any such claims.
7. **Force Majeure.** PCS shall not be liable for any delay or failure to perform any obligation of PCS under this Agreement that is caused by events of force majeure, including without limitation strikes, riots, casualties, acts of God, war, governmental action or other cause beyond the reasonable control of PCS.
8. **Miscellaneous.** This Agreement constitutes the entire agreement between PCS and Buyer regarding the Products, and may not be modified except by written agreement signed by the party to be charged with the modification. Buyer's rights under this Agreement may not be assigned without the written consent of PCS. If any provision of this Agreement shall become invalid or illegal under any provision of applicable law, the remainder of this Agreement shall not be affected. This Agreement shall be binding upon both PCS and Buyer, and their respective successors and assigns. This Agreement shall be interpreted in accordance with the internal laws of the State of Colorado.

To the extent permitted by Colorado law  
JAW