

Purchase Requisition County of Webb



Department: Webb County Sheriff's Office
 Requisitioned By: Martin Cuellar, Sheriff
 Phone No.: 956-523-4500

Req. Number: 15-4779
 Req. Date: 05/05/2015
 Deliver To:

Capital Outlay	Item #
(Attach Minutes)	
Court Approval Date	Item #

Strong Watch

**E-Mail Standard
Purchase Requisition**

E-Mail Capital Outlay Requisition

Official's Affidavit

I hereby certify that there is an available balance in my approved budget for the current year sufficient to pay for the item(s) requested and that the items are absolutely necessary for the discharge of my official duties.

Submitting this form from Appropriate
Official's E-Mail Constitutes Signature

Elected / Appointed Official's Signature

ACCOUNT NUMBER	COMMODITY CODE	ITEM DESCRIPTION	QTY.	PRICE PER UNIT	DATE NEEDED BY	PURPOSE	AMOUNT
344-2001-6032		Manufacturer's Warranty-One Year manufacturer's warranty extension for WCSD FOTM system	1	\$22,750.00	ASAP		\$22,750.00
		Preventive MAintenance- One Year preventive maintenance for WCSD FOTM system for the stongwatch system					
		EXTENSION OF CURRENT CONTRACT FOR WARRANTY/PREVENTIVE MAINTENANCE					
TOTAL AMOUNT							\$22,750.00

PURCHASING DEPT.
 2015 MAY 15 AM 10:05
 RECEIVED

STRONGWATCH PURCHASE TERMS AND CONDITIONS

1. **Acceptance.** Each sale of products or services (collectively, "Products") by Strongwatch Corporation ("SWC") to any other party ("Purchaser") is subject to the following terms and conditions ("Terms") unless agreed to in writing by SWC.
2. **Prices.** All prices for Products are F.O.B. point of shipment. Prices may not include taxes, duties or other fees ("Fees").
3. **Payment Terms.** All payments to SWC are due and payable 30 (Thirty) days from date of invoice. As an incentive, payment in full within 10 days (Net 10) will result in a discount to customer of 1.5% (of total purchase price). Any amounts due to SWC that are not paid on the due date shall bear interest, from the date due until paid in full, at a rate equal to the lower of 1-1/2 percent (1.5%) per month. SWC shall retain a purchase money security interest in all Products until the purchase price for such Products is paid in full.
4. **Acceptance and Cancellation of Orders.** All orders for Products must be presented in writing. Orders shall not be considered accepted unless SWC expresses its acceptance in writing or ships the Products. SWC reserves the right to refuse any order, in whole or in part, or to specify an alternate delivery schedule if orders for any product or service from all sources exceed SWC's inventory or ability to deliver. SWC may allocate available inventory and resources in its sole discretion. Accepted orders may be cancelled only with the written consent of SWC.
5. **Delivery.** Delivery shall be F.O. B. point of shipment, with all transportation, freight and similar charges, including taxes and import duties paid by Purchaser. Risk of loss shall pass to Purchaser upon issuance of the carrier's bill of lading at the point of shipment. SWC shall not be responsible for any delays or damages in shipment via a common carrier. Shipping and related dates provided to Purchaser are estimates only, and shall not be considered binding. Upon receipt of Products, Purchaser shall inspect and accept or reject Products within thirty (30) days. If Purchaser fails to notify SWC in writing of its rejection within such time period, Purchaser shall be deemed to have accepted such Products and waived any right to later reject any Products.
6. **Right of Setoff.** SWC shall have the right to setoff against any sum otherwise due to any Purchaser by SWC or any of its affiliates any sums or amounts then due from such Purchaser and/or its affiliates to SWC and/or its affiliates.
7. **Force Majeure.** Neither party shall be liable or responsible for any failure of performance or delay in performance of any obligation hereunder if such failure or delay is due to a cause beyond its control for the period of such failure or delay.
8. **Proprietary Information.** Any information marked or identified as "confidential" that one party supplies to the other is the confidential information of the disclosing party. The party receiving the information has no rights or interests of any kind in such information, except as otherwise expressly agreed to in writing by the parties. The party receiving the information shall not disclose such information to others or allow others to use such information, except with the expressed written consent of the disclosing party.
9. **Compliance with Laws.** Except to the extent otherwise specifically agreed to in writing by the parties, Purchaser shall be solely responsible for the receiving, installation, use and maintenance of all Products, and SWC shall have no obligation or responsibility of any kind with respect thereto. Purchaser shall comply with all laws and regulations governing the purchase or license, installation or use of Products, including, without limitation, obtaining all licenses, permits and registrations.
10. **Patent, Trademark and Copyright Infringement.** SWC shall have no liability for any claim of infringement to the extent that such claim is based on (i) Products used for any purposes other than those specified by SWC, (ii) Products manufactured to Purchaser's design or specifications, or (iii) Products used in combination with any other software, hardware or data where in the absence of such combination the Product would not have been infringing.



Never in the Dark™

William "Drew" Dodds

March 21, 2015

Webb County Sheriff's Department
C/O: Lt Federico Calderon
902 Victoria
Laredo, Tx 78040

Lt Federico Calderon

Attached is the proposal for a one (1) year extension of both the warranty and maintenance package for your FOTM surveillance system. As always, please feel free to reach out to me directly with any questions or concerns.

Thank you for the continued opportunity to serve you and your team, Fred.

Best Regards,

William "Drew" Dodds
Director of U.S. Sales, Mobile Surveillance
Strongwatch Corporation

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