



We have prepared a quote for you

DPD - BodyWorn 5 Year Renewal - 2023-9-25

Quote # 059820
Version 2

Prepared for:

Diamondhead Police Department

Darryl Russell
Darryl.Russell@co.hancock.ms.us

Products

Item	Description	Price	Qty	Ext. Price
	BodyWorn and RocketIoT In-Car Video System Hardware Bundle			
BWI-H-4001	EOS and Rocket In-Car Video System Hardware Bundle	\$3,400.00	10	\$34,000.00
BWI-S-4005	Polaris and SmartRedaction™ SaaS for EOS and Rocket EcoSystem - 5 Years - Term: 10/1/2023 through 9/30/2028	\$11,240.00	10	\$112,400.00
RIOT-H-8000024	UTILITY UPS for Rocket Battery Back-Up (MSRP: \$300 Per Unit - Total Savings of \$3,000)	\$0.00	10	\$0.00
	Small Power Banks, Cables, and Holsters			
C509	2-Pack Small 5V 2A Power Bank DC Pocket Size Battery Pack 5000mAh USB Portable Charger for iPhone Samsung Android Phone, Mini Rechargeable Power Pack	\$46.75	5	\$233.75
B08LL1SVZD	6 inch Short USB C Charging Cord, 5 Pack Durable USB A to USB Type C 3A Fast Charging Cable for Charging Station	\$9.95	2	\$19.90
BODY-H-303-MotoOne5G	Bodyworn™ Soft Shell Pouch with Holster and Lens - MotoOne5G (MSRP: \$60 Per Unit - Total Savings of \$600)	\$0.00	10	\$0.00
Discount	LEGACY CUSTOMER DISCOUNT WITH MULTIYEAR AGREEMENT ONLY - NOT APPLICABLE TO ANY OTHER PROPOSAL - CREDIT INCLUDES \$420 DISCOUNT TOWARDS SALE FOR EACH ROCKET IOT X UNIT RETURNED TO UTILITY, OTHER CONCESSIONS ARE ALSO CONSIDERED AS PART OF THIS OFFER DISCOUNT	(\$420.00)	10	(\$4,200.00)

Subtotal: **\$142,453.65**

Optional Products

*Optional

Item	Description	Price	Qty	Ext. Price
EOS-Refresh	BodyWorn Hardware Refresh - Includes Media Controller, Charging Cables, Case, Holster, and Screen Protector	\$900.00	11	\$9,900.00
CAD-I	CAD Integration	\$15,000.00	1	\$15,000.00
CAD-S-5	CAD Activation SaaS - 5 Years	\$900.00	10	\$9,000.00
ALPR-S-5	ROCKET ALPR SaaS - 5 Years	\$9,725.00	1	\$9,725.00
ALPR-H	ROCKET ALPR HaaS	\$1,475.00	1	\$1,475.00
SER-S-5100	3rd Party Data Storage - 2 TB	\$750.00	1	\$750.00

Optional Products

*Optional

Item	Description	Price	Qty	Ext. Price
TAB-H-4001	RocketIoT Tablet Interface	\$1,010.00	10	\$10,100.00
SWP-H-4001	Yard SmartWay Point - Yard router for high speed video/media upload	\$1,100.00	1	\$1,100.00
SWP-S-4005	SaaS for Smart WayPoint Access Point - 5 Years	\$14,700.00	1	\$14,700.00

*Optional Amount: **\$71,750.00**

DPD - BodyWorn 5 Year Renewal - 2023-9-25

Prepared by:

Metrix Solutions
Harrison Partridge
601-863-0086
Fax
harrisonpartridge@pileum.com

Prepared for:

Diamondhead Police Department
500 Diamondhead Circle
Diamondhead, MS 39525
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Quote Information:

Quote #: 059820
Version: 2
Delivery Date: 09/25/2023
Expiration Date: 10/25/2023

Quote Summary

Description	Amount
Products	\$142,453.65
Total: \$142,453.65	

*Optional Expenses

Description	Amount
Optional Products	\$71,750.00
Optional Subtotal: \$71,750.00	

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

- 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.
- Payment Schedule
 - Payment 1 - Due October 1, 2023: \$28,490.73
 - Payment 2 - Due October 1, 2024: \$28,490.73
 - Payment 3 - Due October 1, 2025: \$28,490.73
 - Payment 4 - Due October 1, 2026: \$28,490.73
 - Payment 5 - Due October 1, 2027: \$28,490.73
 - Total Over 5 Years: \$142,453.65

Signature: _____

Printed Name: _____

Title: _____

Date: _____

▶ Metrix - New Terms and Conditions

Terms and Conditions for BodyWorn

Updated Terms: <https://www.utility.com/service-agreement/>

T-1. CONTRACT

This Sales Contract (hereinafter Agreement) is entered into by and among Metrix Solutions (hereinafter SELLER), Utility Associates Inc. (hereinafter MANUFACTURER) and Diamondhead 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 Mississippi, and exclusive jurisdiction and venue shall lie in the courts of the State of Mississippi.

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: _____



UTILITY

2023-345

Chief Darryl Russell
Diamondhead Division
5000 Diamondhead Circle
Diamondhead MS 39525,

Utility Associates, Inc. is the only manufacturer that designs a fully integrated AVL & GIS Software, Body, Vehicle Video, and Mobile Router Communications system. Agencies commonly utilize four vendors to provide similar capabilities to the Utility Rocket & EOS camera Solution. In contrast, Utility has incorporated video, AVL, mobile communications, emergency response, and life safety notifications into one holistic offering. It is the only system of its kind on the market, and there are no comparable market alternatives that meet the specifications outlined in this letter. Accordingly, the product has met the criteria set by most Nationwide Law Enforcement Agencies for a sole source procurement methodology.

Referenced in this letter are the components of the Officer and Vehicle Ecosystem. These are (1) The Rocket™, our in-vehicle video and communications system; (1) EOS™, the Body Camera system; and (1) Polaris™ license, the video evidence software management and AVL/GIS software system.

The Rocket™ offers the following unique capabilities to your department:

- CJIS-compliant Video Evidence Vault secured within the vehicle for both In-Car and body camera video, thereby avoiding unnecessary delays in access to video, protecting the chain of custody of data, and avoiding unnecessary offload docking hardware and associated cost/time to the Department.
- Automated Policy-Based EOS and In-Car video recording
- Fully integrated Body and Vehicle video, meaning multiple Officer / Vehicle video sources are viewable, searchable, and exported simultaneously.
- Speed and Signal Boosting Internet connectivity (Wi-Fi/Cellular Hotspot) for all vehicle computing devices, including the MDC.
- Unlimited range for the Body Microphone

The EOS™ system offers the following unique capabilities to your department:

- A Smart Computer for high-definition body camera video recording, viewing, and classification directly on the device.
- A patented uniform integrated mounting design that ensures secure mounting and stable video collection
- Over-the-air policy updates – a device never needs to be docked to receive recording policy changes and important updates to the device firmware.
- Two-way enhanced communications for receipt and transmission of:
 - Amber, Silver, Be on the Lookout (BOLO) messages with suspect information and images.
 - Automated video offload from the field via Wi-Fi and/or Cellular means, based on video priority.
 - Potentially lifesaving “Officer Down” alerts, with the real-time location of a downed Officer to alert resources in the vicinity, Supervisors, Command Staff, dispatch, and other assigned users.
- Ability to activate video automatically during a physical altercation or when a sidearm is unholstered. This is the only automatic trigger on the market that initiates a recording when an Officer deploys their firearm while reporting to an AVL system to coordinate support resources.
- Live video streaming from active EOS Cameras to dispatch or other authorized users.



UTILITY.

The POLARIS™ evidence software offers the following unique capabilities to your department:

- CJIS-compliant secure video evidence that is web accessible requires no servers and installation disks to run and remains updated with the latest technology for the duration of your agreement with Utility Inc. at no additional cost.
- A full AVL software to monitor the location and health of all field assets, including Officers and Vehicles, in an easy-to-use map-based interface.
- GPS, Geo-fence policy-based recording triggers to activate recordings at major public gatherings, sporting events, festivals, and during emergencies like active shootings.
- Computer Aided Dispatch (CAD) Integration that triggers cameras upon entry to a geographic action zone and imports CAD information directly into the responding Officer's Body and Vehicle video file.
- Automated SmartRedaction™ built directly into the Evidence Management software for easy access and processing/sharing redacted videos.
- Smart Holster™ Technology activates the EOS system upon deployment of a firearm from its holster and can send an alert to Dispatch and all other Officers in a pre-defined radius.

Utility's Rocket™ and EOS™ are the first and only policy-based recording devices that can be intelligently activated based upon the industry's largest suite of customizable recording triggers and updated over the air as recording policies evolve.

The Utility Evidence Ecosystem capabilities listed above comprise a unique feature set and fall under Utility Inc.'s intellectual property rights and proprietary protocols, and are therefore, currently only available from the manufacturer, Utility Inc.

This letter documents that Utility Inc. is the sole entity with the authority, access, and ability to provide enhancements, upgrades, and warranty support for its hardware and software products to agencies.

Please contact me at (314) 954-7461 should you have any questions about our products and services.

Sincerely,

John Whitehead
Chief Revenue Officer
M: (314) 954-7461
jwhitehead@utility.com

Utility Associates, Inc.
250 E Ponce De Leon Ave STE 700,
Decatur, GA 30030