

**Exceptional Item Request Form - FY 2023-2024**

**Request # 100-40-2**

**Date:** 7/10/2023

**Requestor:** Staff- Police Department

Allocating Additional Funds To:	
Fund Name & No.	100- General Fund
Department Name & No.	40- Police
Line Item No. & Description or NEW Line Item Description	5411- Video Cameras & Microphones

**Item Description:**

Coban body cameras

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**Description of Benefit from Purchase (Improved Service, Lower Cost, etc.)**

Replacement of current body cameras (10) as they currently are end of life and do not support a charge for the entirety of an officer's shift.

**Number of Items or Units:** 10

**Cost Per Item or Unit:** \$1,570

**Additional Cost Per Item (Including ongoing maintenance):** \_\_\_\_\_

**Total Cost:** **\$15,700**

When Balance Offset Is Needed

Offset Savings From Fund/Dept./Line Item No.: \_\_\_\_\_

saved amount: \_\_\_\_\_

Offset Savings From Fund/Dept./Line Item No.: \_\_\_\_\_

saved amount: \_\_\_\_\_

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saved amount: \_\_\_\_\_

Offset Savings From Fund/Dept./Line Item No.: \_\_\_\_\_

saved amount: \_\_\_\_\_

Offset Savings From Fund/Dept./Line Item No.: \_\_\_\_\_

saved amount: \_\_\_\_\_

Total Amount Saved: \$           -

Please attach any quotes or backup to support this Exceptional Item Request.



Quote: Q-48361  
 Contract: Not Applicable  
 Date: 7/13/2023 3:17 PM  
 Expires On: 9/11/2023

COBAN Technologies, Inc.  
 9411 S. Sam Houston Parkway W. #300  
 Missouri City, Texas 77489  
 United States

Phone: (281) 925-0488  
 Fax: (281) 925-0535  
 Email: SFLE-Sales@safefleet.net

Ship To  
 Greg Duarte  
 Rollingwood Police Department  
 403 Nixon Drive  
 Rollingwood Texas 78746-5512  
 United States  
 512-328-1900  
 gduarte@rollingwoodtx.gov

Bill To  
 Rollingwood Police Department  
 403 Nixon Dr  
 Rollingwood Texas 78746  
 United States

End User

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richard Alley	x	richard.alley@safefleet.net		Net 30

Focus X2 Body Camera / 3-Year Plan

- Includes 3-Year Softyware/Hardware Coverage
- Includes Free Replacement Camera at the End of 24Mos
- DVMS Back Office Software

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0363522	FOCUS-11-00	FOCUS X2 BODY WORN CAMERA PACKAGE Includes: - FOCUS X2 Body Worn Camera - Single Office Dock & Power Supply - USB Cable - Magnetic Uniform Mount	USD 595.00	1	USD 595.00
QL-0363523	WARR-X1-TSP3	BWC 3-YEAR TECHNOLOGY SERVICE PLAN Includes: • 3-year Software Right To Use license, Maintenance, and Technical Support • 3-year Hardware Warranty and Technical Support • Replacement camera at the end of 24 months • 5% Spare Cameras (minimum purchase of 20 BWC)	USD 960.00	1	USD 960.00
QL-0363525	WLIC-221	COBAN DVMS BWC SOLUTION <b>**Included in Above**</b> • Per Active Device • Software License with First Year Technical Support	USD 0.00	1	USD 0.00
QL-0363524	LFEE-054	SHIPPING	USD 15.00	1	USD 15.00
<b>Focus X2 Body Camera / 3-Year Plan TOTAL:</b>					USD 1,570.00

Optional 5-Year Plan

- Optional Item for Consideration - Not Included in Final Price - Dept to Advise
- Includes 5-Year Software/Hardware Coverage

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0363529	WARR-X1-TSP5	BODY WORN CAMERA 5-YEAR TECHNOLOGY SERVICE PLAN Includes: • 5-year Software Right To Use license, Maintenance, and Technical Support • 5-year Hardware Warranty and Technical Support • Replacement camera at the end of 24 and 48 months • 5% Spare Cameras (minimum purchase of 20 BWC)	USD 1,395.00	1	USD 1,395.00
QL-0363530	WLIC-221	COBAN DVMS BWC SOLUTION <b>**Include in Above**</b> • Per Active Device • Software License with First Year Technical Support	USD 0.00	1	USD 0.00
<b>Optional 5-Year Plan TOTAL:</b>					USD 1,395.00

<b>TOTAL:</b> USD 1,570.00
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**Terms & Conditions**

Applicable sales taxes are not reflected on this proposal, and will be included on the invoice. In the event Sales Tax is requested to be listed on the proposal, it will be the responsibility of the Agency to provide the current Tax rate and amount. Any purchases that are exempt from Sales Tax must be accompanied by a tax exemption and/ or re-seller certificate.

This quote is presented to the customer under the condition that it remains a valid quote for only 60 days after the stated Quote Date, after which the quote becomes null and void.

Please email or fax a signed copy of this quotation and other referenced documents to SFLE-Sales@safefleet.net or (281) 925-0535 Safe Fleet Law Enforcement order requests above \$2,500.00 require an Agency issued Purchase Order prior to processing.

COBAN Technologies, Inc.  
9411 S Sam Houston Pkwy W. #300 Missouri City, Texas 77489

Applicable Terms. By signing this quote (the “Quote”) (or, if this Quote is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the “Accompanying Agreement”), then by signing such Accompanying Agreement), or by issuing a purchase order for, or accepting, any of the goods, services, or other items set forth in this Quote, the Customer agrees to all terms and conditions set forth herein, including without limitation any Additional Terms and Conditions set forth below (if applicable) (“Additional Terms”), and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at safefleet.net/v-and-t-general-terms (as may be updated or amended by Safe Fleet from time to time in its discretion, the “Ts&Cs”), together with any and all other terms and conditions incorporated by reference into any of the foregoing; all of which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

Conflicts. Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or “battle of the forms,” in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a “Conflict”) between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a “Provision”) of the Accompanying Agreement and any Provision of this Quote (including, for clarity, the

Ts&Cs and/or any Additional Terms), this Quote shall prevail and control; Customer and Safe Fleet intend this Quote to be, and this Quote shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement. In the event of any Conflict between any Provision of any Additional Terms and any Provision of the Ts&Cs, the Additional Terms shall control.

**Sole Warranties.** The warranties applicable to the products, services, and other matters set forth herein are available at [https:// www.safefleet.net/product-and-service-warranties](https://www.safefleet.net/product-and-service-warranties) (the “Warranty Documentation”). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

**Invoicing and Purchase Orders.** This Agreement authorizes Safe Fleet, regardless of whether or not Customer has issued an applicable Purchase Order, to invoice Customer annually in advance for Software Services. Customer agrees to pay all invoices within 30 days of receipt. Customer may issue Purchase Orders hereunder for its own record-keeping purposes, but (a) no Customer Purchase Order will be deemed to modify, alter, supersede, supplement, or amend this Agreement in any respect unless mutually agreed by the Parties in a written amendment executed by both Parties, and (b) for clarity, Customer’s issuance of any such Purchase Order, or failure to issue same, shall not affect in any manner Safe Fleet’s ability to invoice Customer (or Safe Fleet’s right to payment of such invoice) as provided herein.

**Agency Responsibilities.** Without limiting any provision of the Ts&Cs, Customer is solely responsible for the following: (a) Customer will ensure that Customer owns or has licensed all rights necessary to permit Safe Fleet to use all Customer-Provided Data as contemplated by this Agreement; (b) Customer will ensure that Customer’s, and all Customer End Users’, configuration and use of the Safe Fleet V&T Offerings, including the Software Services, and all Customer Data (and all use thereof by Customer and/or Customer End Users), complies with all applicable Laws and all rules, regulations, and standards applicable to Customer, and does not infringe, misappropriate, or violate any right, including any intellectual property, proprietary, privacy, contractual, statutory, constitutional, or any other right, of any third party; (c) Customer will maintain all necessary computer equipment and Internet connections for use of the Software Services; (d) If Customer becomes aware of any violation of this Agreement by any Customer End User, Customer will immediately terminate that Customer End User’s access to the Software Services and shall promptly notify Safe Fleet of same; (e) Customer will maintain the security of all user credentials, including all Customer End User user names and passwords, and security and access to the Software Services via Customer systems or facilities and/or to all Customer Data. Customer shall promptly notify Safe Fleet if Customer learns or believes that an unauthorized party may be using Customer’s account or Customer Data, or that account information may have been lost or stolen.

**Customer Data After Termination – Applicable to Software Services Only.** Safe Fleet will not delete Customer Data before the 90th day following expiration or earlier termination of the License Term. Safe Fleet will have no obligation to provide any Software Service functionality to Customer during this 90-day period other than the ability to retrieve Customer Data. Customer will not incur additional fees if Customer downloads Customer Data from the Software Services during this time. Safe Fleet has no obligation to maintain or provide Customer Data after this 90-day period and, except to the extent (and in such case only for so long as) prohibited by applicable law, Safe Fleet may thereafter delete any or all Customer Data. Upon written request, Safe Fleet will provide written notice that safe Fleet has successfully deleted and removed Customer Data from the Software Services.

**Post-Termination Assistance – Applicable to Software Services Only.** Safe Fleet will provide Customer with the same post-termination data retrieval assistance that Safe Fleet generally makes available to all customers. Requests for Safe Fleet to provide additional assistance in downloading or transferring Customer data, including

requests for Safe Fleet’s data egress service, will result in additional fees, and Safe Fleet does not make any, and hereby disclaims all, express and/or implied representations, warranties, and/or guaranties as to the integrity or readability of Customer Data in any non-Safe Fleet systems.

Customer Sharing of Customer Data – Applicable to Software Services Only. Without limiting any provision of the Ts&Cs: (a) Customer is solely responsible for granting permissions to Customer Data that may be shared via the Software Services, and Safe Fleet will have no responsibility or liability for sharing with, or disclosure to, third parties of Customer Data due to any error, typo, oversight, or other act or omission of Customer (including, for example, any error by Customer in entering a recipient’s email address); and (b) Customer is solely responsible for complying with all applicable Laws, standards, policies, and guidelines in connection with its use sharing of Customer Data with, or granting of access to Customer Data to, third parties via the Software Services, and Safe Fleet will have no responsibility or liability for any violation or breach of any of the foregoing due to any act or omission of Customer (including, for example, any violation of privacy laws or standards caused by Customer’s sharing of Customer Data with an inappropriate third party or Customer’s inappropriate sharing of protected Customer Data).

The warranties applicable to the products, services, and other matters set forth herein are available at [https://www.safefleet.net/ product-and-service-warranties](https://www.safefleet.net/product-and-service-warranties) (the “Warranty Documentation”). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

COBAN Technologies, Inc.

Rollingwood Police Department

Signature:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Dated:

\_\_\_\_\_

Dated:

\_\_\_\_\_

Purchase Order

\_\_\_\_\_



Quote: Q-48364  
 Contract: Not Applicable  
 Date: 7/13/2023 3:27 PM  
 Expires On: 9/11/2023

COBAN Technologies, Inc.  
 9411 S. Sam Houston Parkway W. #300  
 Missouri City, Texas 77489  
 United States

Phone: (281) 925-0488  
 Fax: (281) 925-0535  
 Email: SFLE-Sales@safefleet.net

Ship To  
 Greg Duarte  
 Rollingwood Police Department  
 403 Nixon Drive  
 Rollingwood Texas 78746-5512  
 United States  
 512-328-1900  
 gduarte@rollingwoodtx.gov

Bill To  
 Rollingwood Police Department  
 403 Nixon Dr  
 Rollingwood Texas 78746  
 United States

End User

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richard Alley	x	richard.alley@safefleet.net		Net 30

Focus X2 Body Camera / 3-Year Plan

- Includes 3-Year Softyware/Hardware Coverage
- Includes Free Replacement Camera at the End of 24Mos
- DVMS Back Office Software

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0363532	FOCUS-11-00	FOCUS X2 BODY WORN CAMERA PACKAGE Includes: - FOCUS X2 Body Worn Camera - Single Office Dock & Power Supply - USB Cable - Magnetic Uniform Mount	USD 595.00	10	USD 5,950.00
QL-0363533	WARR-X1-TSP3	BWC 3-YEAR TECHNOLOGY SERVICE PLAN Includes: • 3-year Software Right To Use license, Maintenance, and Technical Support • 3-year Hardware Warranty and Technical Support • Replacement camera at the end of 24 months • 5% Spare Cameras (minimum purchase of 20 BWC)	USD 960.00	10	USD 9,600.00
QL-0363535	WLIC-221	COBAN DVMS BWC SOLUTION <b>**Included in Above**</b> • Per Active Device • Software License with First Year Technical Support	USD 0.00	10	USD 0.00
QL-0363534	LFEE-054	SHIPPING	USD 15.00	10	USD 150.00
<b>Focus X2 Body Camera / 3-Year Plan TOTAL:</b>					USD 15,700.00

Optional 5-Year Plan

- Optional Item for Consideration - Not Included in Final Price - Dept to Advise
- Includes 5-Year Software/Hardware Coverage

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QL-0363536	WARR-X1-TSP5	BODY WORN CAMERA 5-YEAR TECHNOLOGY SERVICE PLAN Includes: • 5-year Software Right To Use license, Maintenance, and Technical Support • 5-year Hardware Warranty and Technical Support • Replacement camera at the end of 24 and 48 months • 5% Spare Cameras (minimum purchase of 20 BWC)	USD 1,395.00	1	USD 1,395.00
QL-0363537	WLIC-221	COBAN DVMS BWC SOLUTION <b>**Include in Above**</b> • Per Active Device • Software License with First Year Technical Support	USD 0.00	10	USD 0.00
<b>Optional 5-Year Plan TOTAL:</b>					USD 1,395.00

<b>TOTAL:</b> USD 15,700.00
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COBAN Technologies, Inc.

Rollingwood Police Department

Signature:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Dated:

\_\_\_\_\_

Dated:

\_\_\_\_\_

Purchase Order

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