


**ORDER: AUTHORIZE PURCHASE AND AGREEMENT WITH ELLIOT DATE  
SYSTEMS FOR COUNTY ID BADGE SYSTEM**

Motion was made by David Rikard, duly seconded by Brent Larson, to authorize purchase and agreement with Elliot Date Systems for County ID Badge System.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes  
Supervisor Larry Gillespie, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 6<sup>th</sup> day of February, 2023.

  
\_\_\_\_\_  
**Mike Roberts, President  
Board of Supervisors**

  
\_\_\_\_\_  
**Sherry Wall, Chancery Clerk**



SOLUTIONS,  
SUPPORT,  
RESULTS.

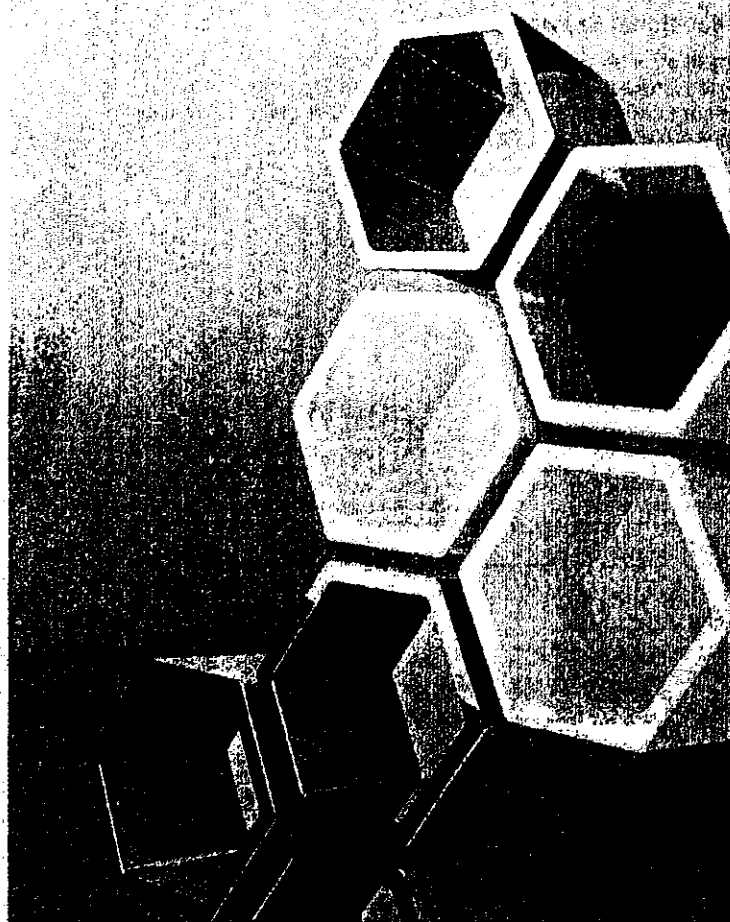
**Budgetary Estimate for  
Identity Solutions**

*Prepared For:*

Beau Moore  
Lafayette County EMA

*Prepared By:*

Joe Hardin



DIGITAL IDS

POSITIVE ID

ACCESS CONTROL

ADVANCED INTEGRATION

TRACKING SOLUTIONS



888-345-8511

**SOLUTIONS,  
SUPPORT,  
RESULTS.**

Number AAAQ3683

Date Nov 4, 2022

**Sales Quote**

Valid Thru 11/19/2022

**Sold By**Joe Hardin  
8420 Wolf Lake Dr  
Suite 118  
Memphis, TN 38120

E-Mail jhardin@elliottdata.com

Phone 901-888-2547

**Sold To**Lafayette County EMA  
Beau Moore  
Public Information Officer  
72 F.D. "Buddy" East Pkwy., Ste. 102  
Oxford, MS 38655

E-Mail bmoore@lafayettecoms.com

Phone 662-801-8323

Qty	Description	Unit Price	Ext. Price
<b>Elliott Data Hardware</b>			
1	BadgePass Halo Badge Printer (Single Sided)	\$2,536.00	\$2,536.00
	SubTotal		\$2,536.00
<b>Elliott Data Mobile Software</b>			
1	Mobile ID Client License (required for any print/capture locations) w/Studio Designer and IDPix	\$240.00	\$240.00
1	Annual Mobile ID Server Subscription 1 Concurrent License (2,500 Total Records)	\$470.00	\$470.00
1	Mobile Solutions BadgePass Studio	\$280.00	\$280.00
1	Mobile Solutions BadgePass Studio Software Maintenance Agreement (Annual)	\$20.00	\$20.00
	SubTotal		\$1,010.00
<b>Professional Services</b>			
1	Installation, Training, and Project Management: Onsite Hardware Installation and Hardware Training Remote Configuration of Project and Card Designs (1 Card Design) Remote Training on Mobile ID	\$555.00	\$555.00
1	Annual Complete Support Agreement	\$610.72	\$610.72
	SubTotal		\$1,165.72

**PLEASE ALLOW FOR  
APPLICABLE TAXES AND  
SHIPPING****Total \$4,711.72**

PRICES BASED UPON TOTAL PURCHASE - PRICES GOOD FOR 30 DAYS UNLESS NOTED ABOVE - UP TO 3% HANDLING MAY BE ADDED FOR CREDIT CARD PAYMENTS - MINIMUM 25% RESTOCKING FEE WITH ORIGINAL PACKAGING - THIS DATA SHALL NOT BE DISCLOSED OUTSIDE RECIPIENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN TO EVALUATE THE PROPOSAL, INTERNALLY BY THE CUSTOMER - ELLIOTT DATA SYSTEMS IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS AND/OR OMISSIONS - SIGNER AGREES TO ELLIOTT DATA SYSTEMS STANDARD TERMS AND CONDITIONS - COMPLETE TERMS AND CONDITIONS SUPPLIED UPON REQUEST

**Terms****Net 30**

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

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## General Terms and Conditions

General terms and conditions are as stated below. Any deviations from the standard terms and conditions will be agreed to in writing.

- **Equipment Availability.** If proposed or quoted hardware is discontinued from production prior to order being accepted by Elliott Data, Elliott will supply equivalent model(s) at prevailing pricing. Elliott will advise customer of changes to equipment and obtain customer acceptance.
- **Scope of Work.** Most project quotations or estimates requiring any data integration, customer supplied components or resources will be accompanied by scope of work outlining the project goals and responsibilities of both parties. Changes to the scope of work after project work is initiated may result in changes to the initial project quotation.
- **Restocking Fee.** A restocking fee of 25% will apply to any approved returns. An RMA is required to any returns. Items returned without an RMA will not be accepted by our receiving department. Some items may be non-refundable.
- **Purchase Price.** Prices listed on quote are based on total purchase of complete solution. Eliminating certain line items may require that a new quotation be issued.
- **Unknown/Concealed Conditions.** If unknown or concealed conditions affect the installation/operation of the solution, Elliott will promptly notify the customer. The investment cost may be adjusted for such unknown or concealed conditions if additional material or labors are required.
- **Non-Transferable.** Any software licenses purchased by a customer are owned by that customer and cannot be sold or transferred to different customer without written approval from Elliott Data or the appropriate software issuer.
- **Limitation of Liability.** In no event will Elliott be liable for any indirect, incidental, consequential, special, or exemplary damages arising from or in connection with your use or inability to use either the Elliott solution or any other products or services following delivery of solution described herein, even if Elliott has been advised of the possibility of such damages. Elliott is not responsible for typographical errors and/or omissions.

## Customer Responsibilities

- **Items Required/Customer supplied PCs.** Provide a ready site for setup and installation of system. This includes: Computers, Network Connections (when required by application), Power, Appropriate Work Area, and any other Device or item being supplied by customer as stated in the above scope.
  - Customer Furnished Equipment (CFE) must meet current Elliott specifications. Specifications may be documented on the main quote or the scope of work document. Elliott may require CFE to be delivered to Elliott in advance of on-site installation for software load and configuration. Data and application back-up of CFE is solely the customer's responsibility. Elliott is not responsible for any data lost on CFE. PCs, servers, networks, software applications, and other peripherals supplied by the customer are not covered under the terms of any Elliott warranty or service agreement and support calls related to these items are billable at established service rates.
  - Power provided at installation site by customer must meet the following: **dedicated and isolated low impedance grounded 120v AC, 15/20/30 amp receptacles with UPS or Power Conditioner if required.**
- **Pre-Installation Details.** It is the customer's responsibility to participate in any pre-installation meetings or communications. Failure to provide information as requested may delay installation or increase installation costs.
- **Data and Graphics.** Data provided to Elliott by customer must be properly formatted it is also imperative that the data not be corrupt or outdated. Elliott is not responsible for corrupt or outdated data. Images and logos provided to Elliott should be of the proper size and resolution according to their use in the project and must be provided in an appropriate format. Sample or Test data may be requested for pre-installation use.

- Specifications for data and images/graphics will be provided in advance by Elliott. Any professional services required to clean or format provided data/graphic files will be billed at established rates.
- Remote Access. Customer to provide remote access to system and or network for Elliott.
- Primary Contacts/IT Support. Customer is to provide a primary point of contact that is authorized to coordinate installation schedules and make decisions regarding system design. During the installation, the customer's IT personnel need to be available to our installing technician if there is any custom, or network integration to be performed. If required, network access, administrative rights, etc. should be readily available through customer's IT staff in order to insure a timely installation process. Customer will ensure that its employees co-operate fully with Elliott and that such employees shall be qualified to carry out any tasks which they may be assigned in relation to the project.

### **Elliott Responsibilities**

- Installation/Configuration. Elliott will configure and install the proposed solution at customer's location as directed and agreed upon with customer in the scope of project.
  - Installations and Service will be performed during normal business hours, defined as: Monday through Friday between the hours of 8:00 am and 5:00 pm CST. On rare occasions, installations and service may take place outside of these days/hours. If customer requests/causes installations/service to take place outside of normal business hours, customer will be billed at an hourly rate equal to time and one-half of Elliott's usual published service rates. Additional on-site trips required due to site-not-ready issues or other customer related issues not caused by Elliott will be billed at Elliott usual published service rates.
- Training. Training details and specifics will be outlined in the project scope of work.

### **Enhancements, Support, and Warranty**

- Enhancements. Elliott and its partners are continually developing enhancements to our entire product line which are packaged into periodically released updates. The release dates and upgrade schedule varies according to product. In order to receive the current version of our software you must have a current Software Maintenance Agreement (SMA). Legacy versions of software may be subject to limited support. SMA coverage applies to the respective product(s) purchased by the customer and the customer is entitled to any upgrades available for the respective product. Elliott accepts input and feedback for requests and suggestions for product enhancements. We maintain a process of regularly reviewing and evaluating requests so that they can be added to our product roadmaps as required and as resources allow.
- Support. Elliott strives to provide world class support to our customers through a variety of methods, including Telephone Support, Remote Support Tools, and On-Site Support. Elliott strongly recommends a Preventive Maintenance Agreement (PMA) for equipment and an SMA for the same term. An Elliott PMA offers preferential response times, loaner equipment, regularly scheduled preventive maintenance check-ups, as well as unlimited emergency support.
- Warranty. Warranty terms and conditions offered by Elliott will be itemized on the attached quote or supporting documentation. Manufacturer's warranty for supplied equipment may supersede warranty provided by Elliott.

### **Non-Disclosure Agreement**

- Reproduction. The Receiving Party agrees not to reproduce any Confidential Information, will cease using it upon receipt of a written request to do so, and with respect to such Information provided in writing or in some other tangible form, will return it to the Disclosing Party immediately upon receipt of a written request to do so.
- Hold in Confidence. The Receiving Party agrees to hold in confidence and not directly or indirectly to reveal, report, publish, disclose or transfer any of the Confidential Information to any person or entity other than a key employee, agent, counsel, accountant or other advisor (a "Representative") who has a need to know such Confidential Information for the purpose of this Agreement. The Receiving Party will not utilize any of the Confidential Information for any purpose at any time other than as contemplated by this Agreement. Before any such Confidential Information is disclosed to any Representative, each such person shall be informed of the confidential nature of such Information and material and shall agree to comply, in writing, with the use and non-disclosure provisions of the Mutual Confidentiality and Non-Disclosure Agreement.

### **Billing and Payment Terms**

Elliott Data Systems (Elliott) will issue invoices at agreed upon project milestones or at the completion of a project. The customer shall pay all invoices within 30 days of the invoice date, unless another timeframe is agreed upon in writing. If Elliott has not received payment from Customer more than 30 days after the date of the invoice, Elliott may assess five percent simple interest on the unpaid invoice. Interest begins accruing on the invoice due date. If Customer has not paid an invoice for more than 90 days, Elliott may refer collection of the unpaid amount to an attorney or collections agency. If Customer's unpaid invoices are referred to an attorney or collections agency, Customer shall pay all reasonable attorney's fees or collections agency fees. In addition, Elliott retains a security interest in all property sold, and retains the right to field liens, UCC Filings, repossession, or disable software and equipment delivered that has unpaid invoices more than 90 days past due.

- Payment Terms Definitions.

Down = Specified % Due with signed quote and/or purchase order

Delivery = Specified % Payment due upon initial delivery of goods or services

Live = Specified % Payment due when system is determined "live" by EDS

### **Agreement**

This proposal agreement contains the agreement between you and Elliott regarding the matter(s) referred to herein and the fees, Charges, and expenses to be paid relative thereto.

Accepted and Agreed:

Name: Beau Moore

Title: Public Information Officer

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

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

PO#: \_\_\_\_\_

Total Amount \$4,711.72