

IN THE VAN BUREN COUNTY COURT

ORDER

Court Order # 2023-60

BOOK HH
PAGE 162
Recorded in:
COUNTY COURT Book
03/23/2023 08:05 AM
PAM BRADFORD
County Clerk
VAN BUREN County, AR

NOW, on this 21st day of March 2023, comes before the Court, the matter of accepting the following bid for Equipment for the Sheriff's Dept.

Closed bids were taken after being published in the newspaper.

Bids were opened on February 22nd, 2023, at Noon.

Three bids were submitted:

1. Willo Products Company
2. Critical Edge
3. ECC (Electronic Contracting Company Inc.)

ECC (see attached) was the winning bid.

IT IS THEREFORE, CONSIDERED, ORDERED AND ADJUDGED the bid from

ECC be accepted.

Date: March 21, 2023

Approved: 

Dale James, County Judge

(SEAL)

ATTEST BY: 

Pam Bradford, County Clerk

I certify that this instrument was
filed on 03/23/2023 08:05 AM
and recorded in
COUNTY COURT Book HH
PAM BRADFORD
County Clerk
VAN BUREN County, AR

 D.C.



QUOTATION: 27195
PAGE 1 of 3
 Electronic Contracting Company Inc.
 6501 N 70th St.
 Lincoln, NE 68507

PO Box 29195
 Lincoln, NE 68529

BILL TO		JOB LOCATION	
Company: Van Buren County Sheriff's office	Company: Van Buren Sheriff's office	Date: 2023-03-17	
Address: 184 detention center dr Clinton, AR 72031	Address: 184 Detention center Dr Clinton, AR 72031	Sales Rep: STEVE FRANKS	
Contact: Eric Koonce	Contact:	Phone: (870) 595 4374	
Phone: (501) 745 2112	Phone: 4794742261	Email: SFranks@Eccolnc.com	
		Expiration Date: 2023-04-16	

TITLE

Van Buren Imperium

SCOPE OF WORK

This project will consist of a complete replacement of the Intercom and Locking control system. We will need to provide encoders for the 32 analog cctv cameras. we will need to provide a separate quote to replace the existing 32 cameras and add an additional 16 cameras (6 lockdown cells, 5 standard dome cameras, and 5 exterior cameras). The base quote will need the following

- (1) 32" main touchpanel In Jail control
- (1) 19" monitor in Jail control for camera call up
- (1) PTT mic in jail control
- (1) 27" touchpanel in dispatch for control
- (1) 19" monitor in dispatch for camera call up
- (1) PTT Mic in dispatch
- (20) intercom stations
- 22 doors including sally port overhead door & gate control
- (7) high voltage relays for lighting control (toggles on the side of existing interface)
- (2) 16-port encoders to connect the existing analog cameras

***** Note: This quote includes an allowance for \$10,000.00 (Ten Thousand Dollars and Zero Cents) for lock repairs. Any lock repair costs above \$10,000.00 will be invoiced upon ECC receiving invoice from lock vendor. *****

PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
PROJECT LABOR				
Other Items				
		PROJECT LABOR	\$0.00	\$0.00
HOTEL EXPENSE		Hotel Expense - 2 Techs	\$250.00	\$5,000.00
MEALS EXPENSE		MEAL EXPENSE - 2 Techs	\$140.00	\$2,800.00

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PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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PROJECT LABOR

Other Items Total: \$7,800.00
 PROJECT LABOR Total: \$7,800.00

Other Items

PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			\$0.00	\$0.00
580POE	SEALEVEL	ETHERNET MODBUS TCP TP 32 ISOLATED DRY CONTACT INPUTS WITH POE	\$861.43	\$1,722.86
MISC-EXPENSE		Conversion to ECON	\$5,000.00	\$5,000.00
			\$0.00	\$0.00
CG56782	CABLES TO GO	3FT HDMI HS W ETHERNET CB	\$10.99	\$21.98
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
B021-000-17	TRIPP LITE	1U Rackmount Console (with built-in slide-out keyboard/touch pad and tilt-up 17-inch LCD monitor.)	\$1,072.00	\$1,072.00
			\$0.00	\$0.00
XPPPLUSBL	MILESTONE	XProtect Professional Base License	\$499.00	\$499.00
XPPPLUSDL	MILESTONE	XProtect Professional Device License	\$169.00	\$1,352.00
YXPPPLUSDL	MILESTONE	One year Care Plus for XProtect Professional Device License	\$31.00	\$248.00
			\$0.00	\$0.00
24458MD-C6C	WEST PENN	24-Port Category 6 Patch Panel, T568A/B Wiring, 1.75"H	\$193.46	\$193.46
			\$0.00	\$0.00
WARRANTY		Workmanship Warranty	\$0.00	\$0.00
FREIGHT		Freight & Manufacturer's Surcharge	\$3,819.59	\$3,819.59
			Other Items Total:	\$13,928.89
			Other Items Total:	\$13,928.89

HEADEND EQUIPMENT

PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		HEADEND EQUIPMENT	\$0.00	\$0.00
USW-PRO-24-POE	UBIQUITI	UNFI SWITCH GEN 2 10 GIGABIT 24 PORT	\$1,100.00	\$1,100.00
NUC10I3FNK	INTEL	ULTRA SMALL MINI PC/HTPC-10TH GEN INTEL DUAL-CORE I3-10110u UP TO 4.10 GHZ SPU 16GB DDR4 GRAPHICS	\$671.36	\$671.36
ONETIMEPURCHASE		Dell E1920H 18.5" monitor VGA & DP (Dell portla)	\$214.29	\$214.29
HDMI DUMMY PLUG	EVANLAK	HEADLESS GHOST DISPLAY EMULATOR PREMIUM ALUMINUM PC - FIT HEADLESS-3840X2160@60H NEW 3RD	\$9.99	\$9.99
TL-UE300	TP-LINK	USB TO ETHERNET ADAPTER FOLDABLE USB 3. TO GIGABIT ETHERNETLAN NETWORK ADAPTER	\$19.46	\$19.46
PSA1U1E	PORTSMITH	DATAPORT ETHERNET ADAPTER	\$104.57	\$104.57
CP4	CRESTRON	4-Series Control System	\$2,000.00	\$2,000.00
APC-SMC15002UC	BTX TECHNOLOGIES	APC SMC1500-2U SmartUPS C 1440VA RKmt 2u	\$1,082.40	\$1,082.40
540E	SEALEVEL	540E MODULE - Open Collector Output, 32 ports	\$512.86	\$1,025.72
ONETIMEPURCHASE		Finder 48.31.7.024.0050SPA General Purpose Relay SPDT (Locks) 24VDC Coil DIN Rail (Digikay.com)	\$21.43	\$642.90
ONETIMEPURCHASE		Finder 38.51.0.024.0060 General Purpose Relay SPDT (DPS) 24VAC/DC Coil DIN Rail (Digikay.com)	\$21.43	\$964.35
AL1024ULACM	ALTRONIX	POWER SUPPLY	\$409.89	\$409.89
C6-115GN-5FB	WEST PENN	Category 6 GN 5ft	\$4.70	\$94.00
MISC-EXPENSE		Misc rack / cabinet equipment that will mount either to the floor or wall.	\$1,428.57	\$1,428.57

Initials: _____

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PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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HEADEND EQUIPMENT				
Other Items				
ONETIMEPURCHASE		Dell P1917S 19" monitor HDMI (Dell portal)	\$328.57	\$657.14
USW-PRO-24-POE	UBIQUITI	UNFI SWITCH GEN 2 10 GIGABIT 24 PORT	\$1,100.00	\$1,100.00
			Other Items Total:	\$11,524.64
Processor				
SW-USB-ETHERNET	CRESTRON	SOFTWARE	\$285.71	\$285.71
			Processor Total:	\$285.71
			HEADEND EQUIPMENT Total:	\$11,810.35

CONTROL STATION				
Other Items				
		CONTROL STATION	\$0.00	\$0.00
ONETIMEPURCHASE		ELO 2702L 27" 16: Touchscreen TFT Monitor	\$1,714.29	\$1,714.29
OPTIPLEX 3090	DELL	CUSTOM BUILD YOUR OWN COMPUTER	\$1,250.46	\$2,500.92
ONETIMEPURCHASE		Senstar A10D decoder (Anixter portal)	\$650.00	\$1,300.00
			Other Items Total:	\$5,515.21
Control Station				
E720061	ELO TOUCH	32IN INTERACTIVE DISPLAY, PCAP, USB, CLEAR, USB-C BLACK	\$2,107.14	\$2,107.14
LS413S-HDS-V751-104	ERGOMART	15-55 LBS. MONITOR STAND SINGLE MOUNT - ADDITIONAL OPTIONS	\$151.11	\$302.22
MKIT-G-104	ERGOMART	HEAVY DUTY THRU DESK MOUNT (PART OF LS413S-HDS-V751-104)	\$60.71	\$121.42
P118-14-104	ERGOMART	14IN POLE (PART OF LS413S-HDS-V751-104)	\$45.00	\$90.00
V46	ERGOMART	HEAVY-DUTY MOUNT ADAPTER PLATE 100X300 TO 400X600MM	\$102.37	\$204.74
CG56783	CABLES TO GO	6FT HDMI HS W ETHERNET CB	\$7.78	\$15.56
AVR550U-R	LIBERTY WIRE & CABLE	UPS DESKTOP 550VA 300W 8OUT	\$114.23	\$228.46
			Control Station Total:	\$3,069.54
			CONTROL STATION Total:	\$8,584.75

TECH WORKS IP INTERCOM				
Other Items				
		TECH WORKS IP INTERCOM	\$0.00	\$0.00
MC-IP-SWR-16-POE-RM	TECH WORKS	MODULAR COMMUNICATION OVER IP 16-PORT SWITCH WITH 8 POWER OVER ETHERNET PORTS RACK MOUNT	\$942.86	\$942.86
PS-2437B	TECH WORKS	POWER SUPPLY 3.75 AMPS, 24V DC, UL/CSA LISTED WITH MOUNTING BRACKET	\$150.00	\$300.00
RM-2	TECH WORKS	Rack Mount with Top for Two Units Side by Side	\$92.31	\$92.31
			Other Items Total:	\$1,335.17
IP Intercom				
MC-IP-HOST-RM	TECH WORKS	MODULAR COMMUNICATION OVER IP INTERCOM HOST UNT RACK MOUNT 32 ODC X 32 116=512 STATIONS	\$757.14	\$757.14
MC-IP-ODC-POE	TECH WORKS	MODULAR COMMUNICATION OVER IP INTERCOM OPERATOR DESK CONSOLE - POWER OVER ETHERNET ONLY	\$1,192.86	\$2,385.72
MC-IP-116	TECH WORKS	MODULAR COMMUNICATIONS OVER IP INTERCOM CONTROL MODULE 16 STATION	\$1,714.29	\$3,428.58
			IP Intercom Total:	\$6,571.44
			TECH WORKS IP INTERCOM Total:	\$7,906.61

INTERCOM EQUIPMENT				
Other Items				
		INTERCOM EQUIPMENT	\$0.00	\$0.00

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PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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INTERCOM EQUIPMENT
Other Items

VPCS-2GPB-2	ATLAS SOUND	Vandal Proof Intercom Stations with Cone Loudspeaker, Call Switch and 25V Transformer	\$169.99	\$3,399.80
251357WBT	WINDY CITY	22-2P 1P(OAS) STR CMR Gry Jkt (intercom cbl)	\$196.92	\$984.60
			Other Items Total:	\$4,384.40
			INTERCOM EQUIPMENT Total:	\$4,384.40

CAMERA EQUIPMENT
Other Items

		CAMERA EQUIPMENT	\$0.00	\$0.00
AXIS M7016 VIDEO ENCODER	AXIS COMMUNICATIONS	Sixteen-channel video encoder. Dual streaming H.264 and Motion JPEG on all channels. Max D1 resoluti	\$1,041.81	\$2,083.62
ONETIMEPURCHASE		Superlogics PC SL-1U-LLH310M-LA I7, 16GB RAM, 12TB, Win Pro (Config# 5650987)	\$3,428.57	\$3,428.57
ONETIMEPURCHASE		Dell Optiplex 5090	\$1,714.29	\$3,428.58
ONETIMEPURCHASE		Dell 27" Monitor S2721HN	\$285.71	\$1,142.84
			Other Items Total:	\$10,083.61
			CAMERA EQUIPMENT Total:	\$10,083.61

MILESTONE VMS
Other Items

		MILESTONE VMS	\$0.00	\$0.00
			Other Items Total:	\$0.00
			MILESTONE VMS Total:	\$0.00

CABLING & EQUIPMENT
Other Items

		CABLING & EQUIPMENT	\$0.00	\$0.00
CAT6P-GRN	WINDY CITY	23-4P UNS SOL CMP C6 Grn Jkt	\$360.00	\$720.00
HCM-1DR	MIDDLE ATLANTIC	1SP CBL MGR FRONT&REAR D-	\$50.54	\$50.54
KJ458MT-C6C-BK	WEST PENN	KJ458MT-C6C-BK BLACK CAT6 JACKS	\$5.98	\$59.80
SMKL-1-IV	WEST PENN	1 Port Surface Mount MM Box Min. order 10	\$1.86	\$18.60
CG22810	CABLES TO GO	QS 3FT GRAY BOOTED C6 CM	\$8.75	\$175.00
MISC-EXPENSE		Miscellaneous Expense	\$2,857.14	\$2,857.14
			Other Items Total:	\$3,881.08
			CABLING & EQUIPMENT Total:	\$3,881.08

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Installation Services

ENGINEERING	ENGINEERING	100.00	\$100.00	\$10,000.00
DRAFTING	DRAFTING	60.00	\$85.00	\$5,100.00
ENG PROGRAMMING	ENGINEER PROGRAMMING (Crastron Prog Commission Travel)	80.00	\$100.00	\$8,000.00
PROJECT CLOSEOUT TRAINING	TRAINING	4.00	\$100.00	\$400.00
MISC-LABOR	O & M	6.00	\$100.00	\$600.00
PROJMGMT	PROJMGMT	48.00	\$100.00	\$4,800.00
INSTALL TRAVEL	INSTALL TRAVEL OT from Springfield	64.00	\$84.00	\$5,376.00
SUBCONTRACTOR	Subcontractor Labor	1.00	\$25,000.00	\$25,000.00
ENG PROGRAMMING	ENGINEER PROGRAMMING	64.00	\$125.00	\$8,000.00
FIELD INSTALL	FIELD INSTALL	300.00	\$75.00	\$22,500.00
HEADEND STAGING	CUSTOM_HEADEND STAGING	40.00	\$75.00	\$3,000.00
	Installation Services Total:			\$92,776.00

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Terms & Conditions

THESE BUSINESS TERMS (these Terms) are the general terms and conditions under which ECC will provide services to Client (the Services) under the Proposal to which they are attached (the Agreement). To the extent any purchase order contains any terms that are inconsistent with these Terms, those inconsistent terms are rejected by ECC.

- 1) **Independent Contractors.** ECC's relationship with Client will be that of an independent contractor, and nothing in the Agreement should be construed as creating a partnership, joint venture, or employer-employee relationship. ECC will have sole discretion to determine the manner, method, and means of performing the Services.
- 2) **Payment.** ECC shall receive payment for the Services as provided in the Agreement. Unless otherwise provided in the Agreement, invoices will be issued upon completion of the Services. All amounts payable under the Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes unless otherwise stated in the proposal. Except as otherwise required by the Agreement, Client shall make payment on invoices within thirty (30) days after issuance. If payment of any amount due under the Agreement is not received when due, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of six percent (6.0%) per month from the date due until paid in full. Client's obligation to pay all amounts due under the Agreement is absolute and unconditional, and Client is not entitled to any setoffs to such amounts.
- 3) **Warranties.** ECC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE IN THESE TERMS ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ECC, WHICH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES.
- 4) **Intellectual Property Rights.** Client acknowledges and agrees that ECC is the owner of, or holds license to, all right, title, and interest, including copyright and all other intellectual property rights, in and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to any intellectual property generated in providing the Services (collectively the "Work Product"). No transfer of ownership of any Work Product is intended by the Agreement, and Client agrees that it may not, and may not encourage any third party to, attempt to derive the source code or reverse engineer the Work Product.
- 5) **Non-Solicitation.** Client acknowledges that ECC has invested in the training and development of ECC's employees and that ECC's employees are one of its most valuable assets. Accordingly, during the term of providing Services and for one (1) year thereafter, Client shall not solicit for employment any employees of ECC or its affiliates who: (a) directly performed under the Agreement, (b) had substantial contact with Client in relation to the Agreement, or (c) Client became aware of due to, or derived from information learned through the performance of, the Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative.
- 6) **Allocation of Risk.**
 - a) **Indemnification.** Client will indemnify and hold harmless ECC from all claims, liabilities, or expenses for damage to real property or tangible personal property, bodily injury, including death, and any other losses or damages arising out of the conduct of Client or its employees or agents.
 - b) **Limitation of Liability.** ECC'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES PROVIDED UNDER THE AGREEMENT FOR THE PERIOD OF ONE (1) YEAR PRIOR TO THE EVENT GIVING RISE TO LIABILITY. ECC SHALL NOT HAVE ANY LIABILITY WHATSOEVER TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO EARLY TERMINATION OF THE AGREEMENT, OR ANY THEFT, DAMAGE, LOSS OF DATA, OR DELAY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - c) **Attorney Fees.** Client agrees to reimburse ECC and any of its owners, employees, and agents for any attorney fees, costs, and expenses incurred: (a) successfully enforcing any part of the Agreement; or (b) successfully defending all or part of any state or federal court lawsuit that Client may file against ECC and/or any individual in their capacity as an owner, employee, or agent of ECC.
- 7) **Termination.** The Agreement may be terminated by either party if the other party has materially breached the Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice thereof. Upon termination of the Agreement as set forth above, ECC may terminate any and all licenses granted to Client under the Agreement. Furthermore, upon termination of the Agreement for any reason, Client shall pay to ECC within five (5) days of receipt of a final invoice all fees due under the Agreement.
- 8) **Miscellaneous.**
 - a) **Enforceability.** The invalidity or unenforceability of any particular provision of these Terms will not affect the Agreement's other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.
 - b) **Integrated Agreement.** Except for any purchase orders issued hereunder, there are no agreements, understandings, restrictions, warranties, or representations on which Client may rely relating to providing the Services. Furthermore, no future agreements, understandings, restrictions, warranties or representations may be relied upon by Client unless they are set forth in writing by an authorized representative of ECC.
 - c) **Assignment.** Client may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of ECC. Any permitted assignee, successor, or purchaser shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of the Agreement, and no assignment or transfer shall relieve ECC or Client of its previously accrued obligations under the Agreement.
- 9) **Acceptance of Agreement -** This agreement includes equipment and services that are required to satisfy the project scope of Section 1.0
- 10) **Scope of Work/Responsibilities.** ECC will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement.

Due to global semiconductor chip shortages, Integrator is experiencing longer than normal lead times on equipment. As a result, Integrator cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such shortages. However, Integrator is working with its global suppliers on a daily basis to understand the impact of this chip shortage on delivery timelines and will use reasonable efforts to keep Buyer apprised of anticipated delivery timelines and delays. Should Buyer elect to purchase equipment immediately upon placement of order to mitigate delays, Integrator will immediately invoice Buyer for equipment. Upon buyer's payment, Integrator will place equipment order. ECC will store such equipment in its warehouse until delivery to Buyer. Warranty on such equipment shall commence upon delivery of the equipment to ECC's warehouse, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

This Electronic Contracting Company (ECC) proposal is subject to a Force Majeure clause for a pandemic (e.g. Covid-19) as declared by the World Health Organization (WHO) and the corresponding governmental orders and/or regulations. This clause applies as it relates to ECC's inability to perform its contract obligations based on the unforeseeable events that may have a future impact on our labor force, the timely delivery of materials, and the escalation of the cost of said materials. ECC will keep you apprised if this situation develops and all parties to this proposal will be contacted. ECC does welcome the opportunity to work together to develop risk avoidance and mitigation strategies with you and all other parties involved (e.g. Owner, General Contractor, Architects, Engineers, etc.)

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Payment terms

- 35% Down to Initiate the Project
- 35% Pro Forma Equipment
- 30% Upon Substantial Completion

Note: If progressive or AIA/SOV invoicing is required, please discuss with your sales rep prior to acceptance of this proposal.

Quote does not include prevailing wage labor, client agrees if prevailing wage order is provided after execution of the contract, a change order will be issued.

Sales tax is included. If your project and/or entity is tax exempt, please provide tax exemption documents.

Subtotal:	\$161,155.89
Tax:	12,254.05
Total:	\$173,409.74

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ BUYER SIGNATURE: _____ DATE: _____
 (Print Name)

SALES REP: STEVE FRANKS SALES REP SIGNATURE: STEVE FRANKS DATE: _____
 (Print Name)

As acknowledgement that each page of the quotation was reviewed, please initial the bottom of each page.



QUOTE #
27702
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Electronic Contracting Company Inc.
6501 N 70th St.
Lincoln, NE 68507

PO Box 29195
Lincoln, NE 68529

BILL TO		JOB LOCATION	
Company: Van Buren County Sheriff's office	Address: 184 detention center dr Clinton, AR 72031	Contact: Eric Koonce Phone: (501) 745 2112	Company: Van Buren Sheriff's office Address: 184 Detention Center Dr Clinton, AR 72031 Contact: Phone: 4794742261
		Date: 2023-03-17	Sales Rep: STEVE FRANKS Phone: (870) 595 4374 Email: SFranks@EccoInc.com
		Expiration Date: 2023-04-16	

TITLE
Van Buren - IP Cameras, Milestone VMS, CAT8

SCOPE OF WORK

This project will consist of a complete replacement of the 32 analog cctv cameras, we will provide 6 lockdown cells with vandal proof corner mounted cameras, 37 standard dome cameras, and 5 exterior cameras. The Milestone PC server and client PCs needed for the system was priced into the base bid. The equipment and licenses listed are in addition to the base bid.

PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
PROJECT LABOR				
Other Items				
		PROJECT LABOR	\$0.00	\$0.00
		Hotel Expense - 2 Techs	\$250.00	\$4,750.00
		MEAL EXPENSE - 2 Techs	\$140.00	\$2,660.00
			Other Items Total:	\$7,410.00
			PROJECT LABOR Total:	\$7,410.00

Other Items				
Other Items				
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
		Complete Care Support Agreement - 3 Year	\$17,053.35	\$17,053.35
FREIGHT		Freight & Manufacturer's Surcharge	\$2,510.50	\$2,510.50
WARRANTY		Workmanship Warranty	\$0.00	\$0.00
			Other Items Total:	\$19,563.85
			Other Items Total:	\$19,563.85

CAMERA EQUIPMENT				
Other Items				
		CAMERA EQUIPMENT	\$0.00	\$0.00
USW-PRO-24-POE	UBIQUITI	UNFI SWITCH GEN 2 10 GIGABIT 24 PORT	\$1,100.00	\$1,100.00
QNV-6012R	HANWHA SAMSUNG	Wisenet Q network outdoor vandal dome camera, 2MP @ 30fps, 2.8mm fixed focal lens (113), triple code	\$395.00	\$14,815.00
QNO-6012R1	HANWHA SAMSUNG	Wisenet Q network outdoor vandal bullet camera, 2MP @ 30fps, 2.8mm fixed focal lens (113), triple co	\$379.00	\$1,895.00
AXIS P9106-V BRUSHED STEEL	AXIS COMMUNICATIONS	3MP compact and vandal-resistant (IK10) corner-mounted camera with 1.8mm lens for wide field of vie	\$649.00	\$3,894.00

QUOTATION: 27702

ECC 01/11/17

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Terms & Conditions

THESE BUSINESS TERMS (these Terms) are the general terms and conditions under which ECC will provide services to Client (the Services) under the Proposal to which they are attached (the Agreement). To the extent any purchase order contains any terms that are inconsistent with these Terms, those inconsistent terms are rejected by ECC.

- 1) **Independent Contractors.** ECC's relationship with Client will be that of an independent contractor, and nothing in the Agreement should be construed as creating a partnership, joint venture, or employer-employee relationship. ECC will have sole discretion to determine the manner, method, and means of performing the Services.
- 2) **Payment.** ECC shall receive payment for the Services as provided in the Agreement. Unless otherwise provided in the Agreement, invoices will be issued upon completion of the Services. All amounts payable under the Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes unless otherwise stated in the proposal. Except as otherwise required by the Agreement, Client shall make payment on invoices within thirty (30) days after issuance. If payment of any amount due under the Agreement is not received when due, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of six percent (6.0%) per month from the date due until paid in full. Client's obligation to pay all amounts due under the Agreement is absolute and unconditional, and Client is not entitled to any setoffs to such amounts.
- 3) **Warranties.** ECC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE IN THESE TERMS ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ECC, WHICH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES.
- 4) **Intellectual Property Rights.** Client acknowledges and agrees that ECC is the owner of, or holds license to, all right, title, and interest, including copyright and all other intellectual property rights, in and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to any intellectual property generated in providing the Services (collectively the "Work Product"). No transfer of ownership of any Work Product is intended by the Agreement, and Client agrees that it may not, and may not encourage any third party to, attempt to derive the source code or reverse engineer the Work Product.
- 5) **Non-Solicitation.** Client acknowledges that ECC has invested in the training and development of ECC's employees and that ECC's employees are one of its most valuable assets. Accordingly, during the term of providing Services and for one (1) year thereafter, Client shall not solicit for employment any employees of ECC or its affiliates who: (a) directly performed under the Agreement, (b) had substantial contact with Client in relation to the Agreement, or (c) Client became aware of due to, or derived from information learned through the performance of, the Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative.
- 6) **Allocation of Risk.**
 - a) **Indemnification.** Client will indemnify and hold harmless ECC from all claims, liabilities, or expenses for damage to real property or tangible personal property, bodily injury, including death, and any other losses or damages arising out of the conduct of Client or its employees or agents.
 - b) **Limitation of Liability.** ECC'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES PROVIDED UNDER THE AGREEMENT FOR THE PERIOD OF ONE (1) YEAR PRIOR TO THE EVENT GIVING RISE TO LIABILITY. ECC SHALL NOT HAVE ANY LIABILITY WHATSOEVER TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO EARLY TERMINATION OF THE AGREEMENT, OR ANY THEFT, DAMAGE, LOSS OF DATA, OR DELAY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - c) **Attorney Fees.** Client agrees to reimburse ECC and any of its owners, employees, and agents for any attorney fees, costs, and expenses incurred: (a) successfully enforcing any part of the Agreement; or (b) successfully defending all or part of any state or federal court lawsuit that Client may file against ECC and/or any individual in their capacity as an owner, employee, or agent of ECC.
- 7) **Termination.** The Agreement may be terminated by either party if the other party has materially breached the Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice thereof. Upon termination of the Agreement as set forth above, ECC may terminate any and all licenses granted to Client under the Agreement. Furthermore, upon termination of the Agreement for any reason, Client shall pay to ECC within five (5) days of receipt of a final invoice all fees due under the Agreement.
- 8) **Miscellaneous.**
 - a) **Enforceability.** The invalidity or unenforceability of any particular provision of these Terms will not affect the Agreement's other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.
 - b) **Integrated Agreement.** Except for any purchase orders issued hereunder, there are no agreements, understandings, restrictions, warranties, or representations on which Client may rely relating to providing the Services. Furthermore, no future agreements, understandings, restrictions, warranties or representations may be relied upon by Client unless they are set forth in writing by an authorized representative of ECC.
 - c) **Assignment.** Client may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of ECC. Any permitted assignee, successor, or purchaser shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of the Agreement, and no assignment or transfer shall relieve ECC or Client of its previously accrued obligations under the Agreement.
- 9) **Acceptance of Agreement -** This agreement includes equipment and services that are required to satisfy the project scope of Section 1.0
- 10) **Scope of Work/Responsibilities.** ECC will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement.

Due to global semiconductor chip shortages, Integrator is experiencing longer than normal lead times on equipment. As a result, Integrator cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such shortages. However, Integrator is working with its global suppliers on a daily basis to understand the impact of this chip shortage on delivery timelines and will use reasonable efforts to keep Buyer apprised of anticipated delivery timelines and delays. Should Buyer elect to purchase equipment immediately upon placement of order to mitigate delays, Integrator will immediately invoice Buyer for equipment. Upon buyer's payment, Integrator will place equipment order. ECC will store such equipment in its warehouse until delivery to Buyer. Warranty on such equipment shall commence upon delivery of the equipment to ECC's warehouse, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

This Electronic Contracting Company (ECC) proposal is subject to a Force Majeure clause for a pandemic (e.g. Covid-19) as declared by the World Health Organization (WHO) and the corresponding governmental orders and/or regulations. This clause applies as it relates to ECC's inability to perform its contract obligations based on the unforeseeable events that may have a future impact on our labor force, the timely delivery of materials, and the escalation of the cost of said materials. ECC will keep you apprised if this situation develops and all parties to this proposal will be contacted. ECC does welcome the opportunity to work together to develop risk avoidance and mitigation strategies with you and all other parties involved (e.g. Owner, General Contractor, Architects, Engineers, etc.).

QUOTATION: 27702

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Payment Terms

- 35% Down to Initiate the Project
- 35% Pro Forma Equipment
- 30% Upon Substantial Completion

Note: If progressive or AIA/SOV invoicing is required, please discuss with your sales rep prior to acceptance of this proposal.

Quote does not include prevailing wage labor, client agrees if prevailing wage order is provided after execution of the contract, a change order will be issued.

Sales tax is included. If your project and/or entity is tax exempt, please provide tax exemption documents.

Subtotal:	\$105,044.28
Tax:	9,454.02
Total:	\$114,498.30

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER:

(Print Name)

BUYER SIGNATURE: _____

DATE: _____

SALES REP: STEVE FRANKS

(Print Name)

SALES REP SIGNATURE: STEVE FRANKS

DATE: _____

As acknowledgement that each page of the quotation was reviewed, please initial the bottom of each page.

QUOTATION: 27855

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Terms & Conditions

THESE BUSINESS TERMS (these Terms) are the general terms and conditions under which ECC will provide services to Client (the Services) under the Proposal to which they are attached (the Agreement). To the extent any purchase order contains any terms that are inconsistent with these Terms, those inconsistent terms are rejected by ECC.

- 1) **Independent Contractors.** ECC's relationship with Client will be that of an independent contractor, and nothing in the Agreement should be construed as creating a partnership, joint venture, or employer-employee relationship. ECC will have sole discretion to determine the manner, method, and means of performing the Services.
- 2) **Payment.** ECC shall receive payment for the Services as provided in the Agreement. Unless otherwise provided in the Agreement, invoices will be issued upon completion of the Services. All amounts payable under the Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes unless otherwise stated in the proposal. Except as otherwise required by the Agreement, Client shall make payment on Invoices within thirty (30) days after issuance. If payment of any amount due under the Agreement is not received when due, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of six percent (6.0%) per month from the date due until paid in full. Client's obligation to pay all amounts due under the Agreement is absolute and unconditional, and Client is not entitled to any setoffs to such amounts.
- 3) **Warranties.** ECC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE IN THESE TERMS ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ECC, WHICH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES.
- 4) **Intellectual Property Rights.** Client acknowledges and agrees that ECC is the owner of, or holds license to, all right, title, and interest, including copyright and all other intellectual property rights, in and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to any intellectual property generated in providing the Services (collectively the "Work Product"). No transfer of ownership of any Work Product is intended by the Agreement, and Client agrees that it may not, and may not encourage any third party to, attempt to derive the source code or reverse engineer the Work Product.
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 - c) **Assignment.** Client may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of ECC. Any permitted assignee, successor, or purchaser shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of the Agreement, and no assignment or transfer shall relieve ECC or Client of its previously accrued obligations under the Agreement.
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QUOTATION: 27855
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Payment terms

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Quote does not include prevailing wage labor, client agrees if prevailing wage order is provided after execution of the contract, a change order will be issued.

Sales tax is included. If your project and/or entity is tax exempt, please provide tax exemption documents.

Subtotal:	\$27,447.00
Tax:	2,470.24
Total:	\$29,917.24

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ <small>(Print Name)</small>	BUYER SIGNATURE: _____	DATE: _____
SALES REP: <u>STEVE FRANKS</u> <small>(Print Name)</small>	SALES REP SIGNATURE: <u>STEVE FRANKS</u>	DATE: _____

As acknowledgement that each page of the quotation was reviewed, please initial the bottom of each page.