

# Request for Legislative Action

Res. #20820  
Sponsor: Theresa Cass Galvin  
Date: November 22, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20820
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	11/22/2021

Introduction
<b>Action Items:</b> ['Transfer']
<b>Project/Title:</b>
A Resolution transferring \$65,595.00, within the Jackson County Sheriff's Office Detention Center 2021, Inmate Security Fund (036) to purchase security cameras to be installed inside and outside of the facility.  The transfer will also include the cost for labor related to the installation. The funds are currently in Account 56790 (Other Contractual Services) and need to be moved to the appropriate accounts to complete this project.

Request Summary
This RLA is a request to transfer \$65,595.00, within the Inmate Security Fund (036) to replaced outdated cameras and install new cameras in areas that require monitoring. The labor for this installation is also included in this request. Having cameras in areas frequented by detainees is essential in maintaining safety within the Detention Center. Live footage also aids staff in appropriately responding to emergency situations and allows incidents to be recorded. We will be purchasing the equipment from a current Term and Supply Vendor. Resolution 20547 named Kenton Bros the County Term and Supply Vendor for Lenel Systems Maintenance for this service. Detailed estimates are included in this submission.

Contact Information			
<b>Department:</b>	Corrections	<b>Submitted Date:</b>	10/4/2021
<b>Name:</b>	Deloris M. Wells	<b>Email:</b>	DWells@jacksongov.org
<b>Title:</b>	Deputy Director of Administration	<b>Phone:</b>	816-881-4210

Budget Information	
Amount authorized by this legislation this fiscal year:	\$65,595
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$65,595
Is it transferring fund?	Yes
<b>Transferring Fund From:</b>	

## Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
036 (Inmate Security Fund)	2701 (Corrections)	56790 (Other Contractual Services)	\$65,595
<b>Transferring Fund To:</b>			
Fund:	Department:	Line Item Account:	Amount:
036 (Inmate Security Fund)	2701 (Corrections)	58180 (Audio/Video Recording Equipment)	\$36,527
036 (Inmate Security Fund)	2701 (Corrections)	56521 (Maint. & Repair - IT Equipment)	\$29,068

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:
20547	November 2, 2020

<b>Purchasing</b>	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
In Compliance	
<b>Minority, Women and Veteran Owned Business Program</b>	
Goals are waived - insufficient MBE or WBE firms available	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

<b>Fiscal Information</b>

## Request for Legislative Action

- Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

## Request for Legislative Action

Deloris M. Wells at 10/4/2021 1:27:51 PM - [Submitted | ]  
Department Director: Diana L. Knapp at 10/4/2021 4:02:44 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 10/5/2021 9:36:27 AM - [ Returned for more information | Please include in the Summary that you will be purchasing the equipment from a current Term and Supply vendor ]  
Submitter: Deloris M. Wells at 10/6/2021 9:26:51 AM - [ Submitted | ]  
Department Director: Diana L. Knapp at 10/6/2021 9:52:28 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 10/6/2021 10:19:29 AM - [ Not applicable | ]  
Compliance: Katie M. Bartle at 10/6/2021 10:53:09 AM - [ Approved | eRLA 263 ]  
Finance (Budget): Mary Rasmussen at 10/6/2021 12:23:36 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 10/11/2021 1:23:55 PM - [ Returned for more information | Please list under previous legislation what resolution named Kenton Bros the County's Term and Supply Vendor. Thanks! ]  
Submitter: Deloris M. Wells at 10/14/2021 12:00:09 PM - [ Submitted | Resolution 20547 named Kenton Bros the County Term and Supply Vendor for Lenel Systems Maintenance for this service. Detailed estimates are included in this submission. ]  
Department Director: Diana L. Knapp at 10/14/2021 3:18:02 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 10/14/2021 3:59:34 PM - [ Not applicable | ]  
Compliance: Katie M. Bartle at 10/14/2021 4:39:09 PM - [ Approved | ]  
Finance (Budget): Mark Lang at 10/15/2021 11:53:11 AM - [ Approved | ]  
Executive: Troy Schulte at 10/15/2021 12:47:16 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 10/19/2021 4:11:02 PM - [ Returned for more information | the previous resolution that named Kenton Bros the County's Term and Supply Vendor should be listed in the "previous legislation" section. Thanks! ]  
Submitter: Deloris M. Wells at 10/20/2021 9:11:58 AM - [ Submitted | ]  
Department Director: Diana L. Knapp at 10/21/2021 9:22:02 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 10/21/2021 9:34:46 AM - [ Approved | ]  
Compliance: Katie M. Bartle at 10/21/2021 10:36:58 AM - [ Approved | ]  
Finance (Budget): Mark Lang at 10/21/2021 11:25:25 AM - [ Approved | ]  
Executive: Troy Schulte at 10/22/2021 11:47:31 AM - [ Approved | ]  
Legal: Elizabeth Freeland at 10/25/2021 1:30:56 PM - [ Returned for more information | Please correct the date on previous legislation. The "introduced on" date is used in this field. Thanks! ]  
Submitter: Deloris M. Wells at 10/26/2021 9:12:21 AM - [ Submitted | ]  
Department Director: Diana L. Knapp at 10/27/2021 6:11:41 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 10/28/2021 8:48:49 AM - [ Approved | ]  
Compliance: Katie M. Bartle at 10/28/2021 9:17:07 AM - [ Approved | ]  
Finance (Budget): Mark Lang at 11/1/2021 3:36:05 PM - [ Approved | ]  
Executive: Troy Schulte at 11/2/2021 12:38:36 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 11/8/2021 4:39:46 PM - [ Returned for more information | Please correct the date in the prior legislation section. The "introduced on" or "on agenda" date is used in this field. Thx! ]  
Submitter: Deloris M. Wells at 11/10/2021 2:08:52 PM - [ Submitted | ]  
Department Director: Diana L. Knapp at 11/10/2021 2:37:43 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 11/10/2021 2:52:32 PM - [ Approved | ]  
Compliance: Katie M. Bartle at 11/10/2021 4:17:43 PM - [ Approved | ]  
Finance (Budget): Mark Lang at 11/11/2021 9:31:34 PM - [ Approved | ]  
Executive: Sylvia Stevenson at 11/12/2021 8:44:11 AM - [ Approved | ]  
Legal: Elizabeth Freeland at 11/18/2021 9:48:17 AM - [ Approved | ]

**Fiscal Note:**

Funds sufficient for this transfer are available from the sources indicated below.

PC# \_\_\_\_\_

Date: October 6, 2021

RES # 20820  
eRLA ID #: 263

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>From</u>	<u>To</u>
<b>036 Inmate Security Fund</b>			
2701 Corrections	56790 Other Contractual Services	\$ 65,595	\$ -
2701 Corrections	58180 Audio/Video Recording Equipment		36,527
2701 Corrections	56521 Maint. & Repair - IT Equipment		29,068
		<u>\$ 65,595</u>	<u>\$ 65,595</u>

**Fiscal Note:**

This expenditure was included in the Annual Budget

PC# \_\_\_\_\_

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
<b>036 Inmate Security Fund</b>		
2701 Corrections	58180 Audio/Video Recording Equipment	\$ 36,527
2701 Corrections	56521 Maint. & Repair - IT Equipment	29,068
		<u>\$ 65,595</u>

**APPROVED**  
By Mary Rasmussen at 12:06 pm, Oct 06, 2021

Budget Office

Proposal: KENTO-0288

Install of 45 replacement cameras



Prepared for:  
**Matthew Lewis**

**Jackson County Department of Corrections**  
1300 Cherry St  
Kansas City, MO 64106

**P**  
**E** [mlewis@jacksongov.org](mailto:mlewis@jacksongov.org)  
**W**

Proposal Issued:  
9/24/2021

Proposal Valid to:  
10/24/21

# About Us

Founded in 1897, Kenton Brothers Systems for Security is one of the oldest and most trusted security providers to commercial organizations in the region.

From our headquarters in Kansas City, we're centrally positioned to serve our local, regional and national clients and generations of buildings and businesses.

Today, our company focuses on the next generation of systems for security, including the latest technologies in network based access control, surveillance systems and video analytics. Rely on our experience of being in the business of protecting people, property and possessions for over a century to be your one source for security products and services.

**All Secure.  
Since 1897**



**A Women-Owned Enterprise.**  
Granddad would be proud

3401 E. Truman Road | Kansas City, MO 64127  
P - 816.842.3700 | F - 816.471.1897  
kentonbrothers.com



## Kenton Brothers Systems for Security Capability Statement



### Core Competencies: Century Old Company on the Forefront of Security Innovation

Kenton Brothers Systems for Security is a complete physical security integrator based in Kansas City, Mo with offices in Wichita, KS and Columbia, MO. While our roots go back over a century, our company focus is on innovation and technology that is leading the way into the future of security in identity management, business systems, global site management, and hosted systems.

#### Security Solutions:

- Master key systems
- Access control
- IP access control
- Video cameras/Security cameras
- IP video security
- Hosted and managed systems
- Global site management solutions
- Business management solutions
- Inventory control/quality control

#### Security Products:

- Video cameras
- Access control systems
- Electrified locking hardware
- Commercial Hardware
- ADA operators
- Metal Detectors
- Turnstiles
- Hide-Away storm shelter
- USPS approved postal boxes
- Door closers
- Safes

### Past Performance:

#### Integrated IP Security Solutions:

- Independence Power & Light--Complete security solution including nonlethal electric fence, turnstiles, locking hardware, IP access control and security cameras with night vision.
- Glazers Distributors--Complete security solution and inventory management system including locking hardware, identity management, IP access control, and high-resolution IP video security.
- Kansas City University of Medicine and Bioscience--IP access control and identity management software, IP security cameras, single network solution.
- Belton School District--IP access control and security cameras on a single platform integrated with the Belton PD.

#### IP Video Security:

- Independence Police Dept--IP video security solution including high-resolution video cameras and video management software.
- Belton Police Dept--IP video security solution including high-resolution video cameras in the interrogation rooms, microphones, and innovative video management software.
- Consolidated Container Company--IP video solution for security and quality control.

#### Access Control:

- Missouri State University--IP access control designed to integrate with Blackboard software management allowing for a one card system for identity management and purchasing.

#### Physical Security Solutions:

- National Nuclear Security Administration, Kansas City Security Complex--Locking hardware, door, and GSA certified container security.
- Waterone of Johnson County--Masterkey system and rekey with bilevel patented key control, administrative software, electrified locking hardware, padlocks, gates, and ADA hardware.



## Differentiators:

WBENC national certification, WBE state and city certifications, DOE security clearance. Product certifications include: S&G 2740 high security locks, LKM 7000, Kaba Mas X09, X10 GSA containers, Avigilon, Axis, Lenel/S2, Bosch, Milestone, Gallagher, Garrett, Exacq, Assa Abloy, Allegion.

## Codes and Classifications:

<b>Cage Code:</b>	6J449	<b>DUNS Number:</b>	029848918	
<b>NAICS Codes:</b>	327390	423420	423850	561622
	332311	423710	561621	
<b>PSC Codes:</b>	N063	4240	5411	6350
	N075	5410	5810	7520
	R429			

## Company Information:

Kenton Brothers Systems for Security  
3401 E Truman Road  
Kansas City, MO 64127  
888-536-8661

[www.kentonbrothers.com](http://www.kentonbrothers.com)

## Primary Contacts:

Gina Stuelke, Owner/CEO	816-888-5840	<a href="mailto:gina@kentonbrothers.com">gina@kentonbrothers.com</a>
David Strickland, VP Operations	816-888-5839	<a href="mailto:davids@kentonbrothers.com">davids@kentonbrothers.com</a>
Neal Bellamy, Director of IT	816-888-5833	<a href="mailto:nealb@kentonbrothers.com">nealb@kentonbrothers.com</a>
Diane Bowman, Controller	816-888-5847	<a href="mailto:DianeB@kentonbrothers.com">DianeB@kentonbrothers.com</a>
Ryan Kaullen, Field Services Manager	816-888-5843	<a href="mailto:RyanK@kentonbrothers.com">RyanK@kentonbrothers.com</a>

# Client Information

**Name:** Jackson County Department of Corrections

**Site:**  
Jackson County Department of  
Corrections

**Billing:**  
Jackson County Department of  
Corrections

**Contact:**  
Matthew Lewis

1300 Cherry St  
Kansas City, MO 64106

mlewis@jacksongov.org

## Project Description

### *Project Objectives*

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Install 45 replacement cameras for the existing video surveillance system

The services and hardware proposed in this document are developed based on the information provided by Jackson County Department of Corrections. The configuration and technical details set forth in this document are intended to provide Jackson County Department of Corrections with a solution designed to meet the current and future needs of the company.

### *Project Scope of Work*

#### Video System Description

KB will install 45 replacement cameras for the existing video surveillance system. Assumes acceptance of drop ship proposal for 45 - Bosch 3000i Flexidome IP cameras.

Existing licensing and cabling to be reused. Assumes existing system and cabling to be functional.

#### Head End / Server location

- Use existing head end
- Use existing power over Ethernet (POE) network switch(es)
- Use existing patch panel
- Use existing IP addresses for cameras, servers and network equipment
- Use existing Cat 6 from network switch to cameras

#### Cameras

- Use cameras furnished in drop ship quote
- KB will coordinate camera view with customer's designated contact for final approval

#### Cabling

- Use existing cabling

### Warranty

- Materials are warranted according to the manufacturer's warranty (minimum 1 year)
- Labor and workmanship is warranted for 90 days.

### **Customer Requirements**

The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project.
- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Provide IP addresses needed for this project.
- Provide all usernames and password to complete scope.
- Provide grounded bus bars at switch and exterior camera locations for lighting protection
- Provide internet security for server / NVR.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Provide ample space for mounting equipment and hardware as needed.
- Provide all Ethernet ports for system connectivity as needed.
- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.

KB will charge the customer additional fees for any down time occurred during the installation if customer requirements are not met.

### **Project Assumptions**

- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- All outdoor lighting is operating as designed.

- All work will be performed with a 6'-8' ladder.
- Lift can be driven on grounds as needed, no landscaping repair is included.
- All work will be performed during normal business hours unless otherwise noted in the scope of work.

### ***Project Exceptions***

- No roof penetrations will be provided, unless otherwise specified in scope.
- 120VAC power will not be provided unless otherwise specified in scope.
- Power suppression (lighting protection) is not included unless otherwise specified in scope.
- Permits and permit fees are not included unless otherwise specified in scope.
- Conduit / raceway is not included unless otherwise specified in scope.

## Project Budget

### Camera Installation

#### Video Surveillance

**135 Kenton Brothers Install Labor**

Install Labor

135 Electrical Trim Labor \$11,475.00

**45 Kenton Brothers Programming Labor**

Programming Labor

45 Programming Labor \$3,825.00

**Equipment: \$0.00**

**Labor: \$15,300.00**

**Video Surveillance Total \$15,300.00**

**Equipment: \$0.00**

**Labor: \$15,300.00**

**Camera Installation Total \$15,300.00**

## Project Budget

### Project Management

#### Video Surveillance

**1 Kenton Brothers Project Management Labor - Auto**

Project Management Labor

**Equipment: \$0.00**

**Labor: \$1,800.00**

**Video Surveillance Total \$1,800.00**

**Equipment: \$0.00**

**Labor: \$1,800.00**

**Project Management Total \$1,800.00**

**Misc.**

**Video Surveillance**

- 1 Kenton Brothers Misc Installation Materials - Fixed**  
Misc Installation Materials

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<b>Equipment:</b>	<b>\$0.00</b>
<b>Labor:</b>	<b>\$500.00</b>
<b>Video Surveillance Total</b>	<b>\$500.00</b>

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<b>Equipment:</b>	<b>\$0.00</b>
<b>Labor:</b>	<b>\$500.00</b>

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<b>Misc. Total</b>	<b>\$500.00</b>
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<b>Equipment Subtotal:</b>	<b>\$0.00</b>
<b>Labor Subtotal:</b>	<b>\$17,600.00</b>

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<b>Project Subtotal:</b>	<b>\$17,600.00</b>
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# PROJECT INVESTMENT SUMMARY

Equipment:	\$0.00
Unassigned Labor:	\$500.00
Electrical Trim Labor (135.000 hours):	\$11,475.00
Programming Labor (45.000 hours):	\$3,825.00
Project Management Labor:	\$1,800.00

**Grand Total:** **\$17,600.00**

Grand Total listed here does not include any Service Plan amount listed below in the next section.

## System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the above listed sum plus applicable taxes.

## Estimated Invoice Schedule

## Amount

Initial Deposit	\$0.00
Progress Payment	\$0.00
Progress Payment	\$0.00
Final	\$17,600.00

## Payment Terms:

Payment shall be Net 30 of invoice date. Balance(s) to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.

# PROJECT ACCEPTANCE

## Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Estimated Invoice Schedule** listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

## AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "Agreement") is made and entered into effective, as of the date (the "Effective Date") shown below here, by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("KB") and the above-identified customer ("Customer").

By signing this Agreement, KB agrees to provide the security equipment, software, and/or services identified in the proposal(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Proposal(s).

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

Accepted by:

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Client: Matthew Lewis

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Date

*Scarlett, Garrett*

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September 24, 2021

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Contractor: Kenton Brothers

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Date



# STANDARD TERMS AND CONDITIONS

## 1. DEFINITIONS

- (a) "CCTV" means closed circuit television.
- (b) "Customer Location(s)" means the location(s) of Customer identified in the KB Fee Schedule.
- (c) "Effective Date" means the effective date of this Agreement established on page 1 hereof.
- (d) "Equipment" means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) "Fees" means Kenton Brothers, Inc. ("KB")'s costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable KB Fee Schedule.
- (f) "Installation Services" means the process by which KB installs Equipment and/or Software for Customer pursuant to a KB Fee Schedule.
- (g) "Leased Equipment" means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a KB Fee Schedule.
- (h) "Licensed Software" means the machine-readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a KB Fee Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) "Purchased Equipment" means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a KB Fee Schedule.
- (j) "Remote Video Equipment" means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a KB Fee Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any compatible computer or smart phone connected to high speed Internet.
- (k) "Remote Video Server Access" means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any compatible computer connected to high-speed internet connection or any smart phone or smart device with Internet access capabilities.
- (l) "KB Fee Schedule" means any purchase schedule or other order form executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. KB Fee Schedules become effective upon execution by both parties. This Agreement and any associated KB Fee Schedule shall be conclusive and govern KB's agreement with the customer unless amended as provided by Section 20(b). **All waiver, alteration, or modification to these terms by a purchase order confirmation or other subsequent customer document are hereby expressly refused unless signed by a KB agent authorized to change these terms and conditions.**
- (m) "Services" means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a KB Fee Schedule, including any authorized changes, modifications, improvements and enhancements KB provides pursuant to a KB Fee Schedule and this Agreement.
- (n) "Software" means the Licensed Software and Sublicensed Software.
- (o) "Sublicensed Software" means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees to sublicense, to Customer pursuant to a KB Fee Schedule, together with new releases, updates, corrections and patches to same developed by third party.
- (p) "Maintenance and Support Services" means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a KB Fee Schedule.
- (q) "KB Maintenance and Support Services Fee Schedule" means a KB Fee Schedule in which Customer elects to purchase Maintenance and Support Services.
- (r) "Work Product" means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

## 2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each KB Fee Schedule. If there is any express conflict between the terms of this Agreement and the terms of a KB Fee Schedule, the terms of the KB Fee Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the KB Fee Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such KB Fee Schedule.

## 3. SERVICES

- (a) Services. During the term of this Agreement, KB will provide the Services set forth on the applicable KB Fee Schedule. Unless otherwise expressly provided in a KB Fee Schedule, the Services (including, without limitation, Maintenance and Support

Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) Changes in Scope of Work. Customer may from time to time desire to make changes in the scope of work set forth in the applicable KB Fee Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised KB Fee Schedule, change order or other written document acceptable to both parties, reflecting the changes. All other terms hereunder are not changed unless expressly accepted by KB by a KB agent authorized to change these terms and conditions.

(c) Additional Services. At Customer's request, KB may in its sole discretion, provide services not included in Services or are furnished beyond the term of an applicable KB Fee Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required, they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the KB Fee Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the KB Fee Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the KB Fee Schedule, conditioned on Customer's compliance with the terms of this Agreement and with the express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB.

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a KB Fee Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its sole discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause.

#### **4. EQUIPMENT AND SOFTWARE**

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a KB Fee Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a KB Fee Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable KB Fee Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a KB Fee Schedule solely during the license term set forth in the KB Fee Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. Subject to the terms and conditions of this Agreement (including the applicable KB Fee Schedule), KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a KB Fee Schedule or described as Sublicensed Software on a KB Fee Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) Shipping. By signing a KB Fee Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

**(g) DISCLAIMER OF WARRANTIES; THIRD-PARTY TERMS. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 6(a) AND 12, KB MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER REGARDING ANY EQUIPMENT OR SOFTWARE.** If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

#### **5. MAINTENANCE AND SUPPORT SERVICES**

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a KB Fee Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the

Equipment and/ Software identified on the applicable KB Fee Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's sole discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and/or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a KB Fee Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) Regular Business Hours. KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, excluding KB-recognized holidays.

(d) After-Hours Support and Fees. Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) Requests for Service Call. Customer requests for support or service calls can be reported to: support@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) Non-KB Furnished Equipment. Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a KB Maintenance and Support Services Fee Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) Manufacturer's Warranty. Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) Required KB Approvals. Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) Term. The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable KB Maintenance and Support Services Fee Schedule and shall continue for the period of months set forth in that KB Fee Schedule. Thereafter, unless the KB Maintenance and Support Services Fee Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the KB Fee Schedule.

(j) Fees. The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable KB Fee Schedule, shall be the amount set forth in the KB Fee Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d) . If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the KB Fee Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) Payment. Unless otherwise stated in the applicable KB Fee Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within thirty (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

## **6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE**

(a) 90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a KB Fee Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. **CONSISTENT WITH SECTION 12, KB DISCLAIMS ALL WARRANTIES, OTHER THAN THE WARRANTY IN THIS SECTION 6.(A).**

(b) Remote Video Server Access. If and to the extent Customer purchases Remote Video Server Access pursuant to a KB Fee Schedule, during the term of the Remote Video Access Service set forth in the KB Fee Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's CCTV is using in order to enable Customer to view the CCTV cameras on any compatible computer connected to high speed internet connection or any compatible smart phone or smart device with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique password to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or

DSL and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) Term of Access. The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable KB Fee Schedule and shall continue for the period of months set forth in that KB Fee Schedule. Thereafter, unless the KB Fee Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the KB Fee Schedule.

(d) Fees. The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable KB Fee Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) Payment. Unless otherwise stated in the applicable KB Fee Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice. KB is not responsible for any effects related to any such interruption of Services due to Customer's non-payment.

## 7. FEES AND PAYMENT

(a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable KB Fee Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable KB Fee Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the KB Fee Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 1718 Baltimore Ave. Kansas City MO 64108 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).

(b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable KB Fee Schedule. Unless otherwise provided in a KB Fee Schedule, such credit card or debit authorization method of payment applies to Fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.

(c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the KB Maintenance and Support Services Fee Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable KB Fee Schedule during the then current term and/or (iv) any other remedies available at law or in equity.

(d) Reimbursement of Expenses. Unless otherwise noted in a KB Fee Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.

(e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

## 8. CUSTOMER OBLIGATIONS

(a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.

(b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems. Further, Customer is solely responsible for maintaining the cyber security of Customer's network and preventing any unauthorized cyber intrusion to the Customer's network or the Equipment or Software.

(c) Maintenance; Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper environment, upgrading software, and any non-material equipment repair.

(d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including, without limitation, Services included in Maintenance and Support Services.

## 9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a KB Fee Schedule, KB will contract directly with a third-party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable KB Fee Schedule. This third-party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable without limitation and under any circumstances for any events arising out of, or in any way related to, the third-party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

## 10. TERM; TERMINATION

(a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any KB Fee Schedule remains in effect.

(b) Termination of a KB Fee Schedule. Either party may terminate any KB Fee Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or applicable KB Fee Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7.(c). Further, this Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

(c) Effect of Termination. Upon the expiration or other termination of a KB Fee Schedule for any reason, each party's rights and obligations under the KB Fee Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the KB Fee Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the KB Fee Schedule. If any KB Fee Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the KB Maintenance and Support Services Fee Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable KB Fee Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment and allow KB access in order to remove such Equipment. If the Customer fails to provide access to remove such Equipment, Customer authorizes KB to invoice the Customer for the fair market value of the Equipment and agrees to pay the same. KB is not responsible for any effects related to any such interruption of Services due to KB's termination under this provision.

## 11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a KB Fee Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own sole discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

## 12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6.(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. KB shall be the sole judge, using its reasonable judgement, in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and

returning the allegedly defective Equipment. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) Disclaimer of All Other Warranties. **TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE KB FEE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD-PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.**

### 13. LIMITATION OF LIABILITY

**KB SHALL HAVE NO LIABILITY FOR ANY DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE EQUIPMENT, THE SOFTWARE OR THE SERVICES, WHETHER CAUSED BY KB'S NEGLIGENCE, FAULT, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER AND EVEN IF KB WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, IF THE DELAY IS CAUSED BY CUSTOMER OR ANY FORCE MAJEURE EVENT. SUCH INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF ANTICIPATED PROFITS, LABOR INEFFICIENCIES, IDLE EQUIPMENT, HOME OFFICE OVERHEAD, AND SIMILAR TYPES OF DAMAGES. IN THE EVENT THAT KB IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL KB'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER FOR THE DEFECTIVE ITEM OR SERVICE UNDER THE APPLICABLE KB FEE SCHEDULE WITHIN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD. THE DISCLAIMER OF WARRANTIES IN SECTION 12 AND THE LIMITATION OF LIABILITY AND REMEDY IN THIS SECTION 13 ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR KB TO PROVIDE AND FOR CUSTOMER TO OBTAIN ACCESS TO THE EQUIPMENT, SOFTWARE AND SERVICES FOR THE SPECIFIED FEES. CUSTOMER ACKNOWLEDGES THAT KB IS NOT THE MANUFACTURER OF ANY OF THE EQUIPMENT, AND CUSTOMER AGREES THAT KB SHALL HAVE NO LIABILITY RELATED TO ANY PRODUCT DEFECT RELATED TO THE EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a) WITH RESPECT TO REMOTE VIDEO SERVER EQUIPMENT.**

### 14. INDEMNIFICATION BY CUSTOMER

(a) Indemnity. Customer shall indemnify, defend and hold harmless KB and its officers, shareholders, directors, employees, agents and affiliates (each, a "KB Indemnified Party") from and against any and all damages, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees for attorneys selected by the KB Indemnified Party resulting from any claim, suit, action, arbitration or proceeding brought or threatened by a third-party against any KB Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any Equipment or Software or the performance / nonperformance of any Services pursuant to this Agreement; (b) any breach or alleged breach by Customer or its users of any of its

representations, warranties, covenants or obligations hereunder or any actual or alleged act or failure to act by Customer; or (c) any of the services provided pursuant to this Agreement by a subcontractor or service partner of KB, including, without limitation, any party providing central office monitoring services to Customer. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against KB or KB's subcontractors arising out of this Agreement or the relation of the parties hereto.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer's family, and any other persons who may be in or near Customer's Location(s).

## 15. EXCULPATORY CLAUSE

KB and Customer agree that KB is not an insurer and no insurance coverage is offered herein. The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur. KB is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to view or retrieve data, or property damage sustained by Customer as a result of burglary, theft, hold-up, cyber intrusion, hacking event (including, but not limited to, software/firmware exploitation, spoofing, phishing, ransomware, and any misappropriation of any cyber credentials or passwords), fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by KB's negligent performance, failure to perform any obligation or strict products liability. Customer releases KB from any claims for contribution, indemnity or subrogation.

## 16. CONFIDENTIAL INFORMATION

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third-party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. At a minimum, Customer agrees that a Court may enter a Temporary Restraining Order without Notice to the Customer to prevent such a breach. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100.00. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

## 17. NOTICE TO OWNER

**FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS AGREEMENT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK KB FOR "LIEN WAVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

## 18. ARBITRATION OF DISPUTES

(a) Arbitration. **EXCEPT AS PROVIDED IN SECTION 18.(C) BELOW, THE PARTIES AGREE THAT ALL CLAIMS, DISPUTES OR CONTROVERSIES BETWEEN KB AND CUSTOMER WHICH ARISE OUT OF OR RELATE TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SUBMITTED TO AND RESOLVED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES (INCLUDING ITS EMERGENCY RULES) THEN IN EFFECT AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY DEMAND FOR ARBITRATION MUST BE FILED PROMPTLY AND WITHIN A REASONABLE TIME AFTER A CLAIM, DISPUTE OR CONTROVERSY HAS ARISEN AND IN NO EVENT LATER THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ALLEGEDLY ACCRUED.**

(b) Place. **THE PARTIES AGREE THE PLACE OF ARBITRATION SHALL BE IN KANSAS CITY, MISSOURI.**

(c) Exclusions. Regardless of any contrary provision contained in this this Agreement, claims by KB against Customer collecting

overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this Section 18.

## 19. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any KB Fee Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding. A "prevailing party" is one that succeeds on any significant issue in the litigation which achieves some of the benefit the parties sought in bringing the action.

## 20. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of one (1) year after termination of this Agreement or one (1) year after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including any applicable KB Fee Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any KB Fee Schedule shall be effective unless in writing and signed by both parties. No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the **State of Missouri**, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over **Jackson County, Missouri**. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt requested, postage prepaid) to the address provided by the party to be notified. Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section. Notices shall be effective: (i) as of the date personally delivered if by hand or (ii) for notices sent by certified mail, five (5) business days after the postmark date, or (iii) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL. Notices also may be delivered by electronic means (including, without limitation, via email) and notices so delivered shall be effective upon actual receipt of the electronic transmission.

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this Section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any KB Fee Schedule shall give any third party any claim or cause of action against KB.

(k) Rules of Interpretation. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. Except as otherwise expressly provided in this Agreement or as the context otherwise requires, the following rules of interpretation apply to this Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) "or" and "any" are not exclusive and the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation;" (iii) a reference to any Contract includes permitted supplements and amendments; (iv) a reference to a Law includes any amendment or modification to such Law; (v) a reference to a Person includes its successors, heirs, legal representative and permitted assigns; (vi) a reference to one gender shall include any other gender; (vii) "hereunder," "hereof," and words of similar import shall be deemed references to this



Agreement as a whole and not to any particular Article, Section or other provision. The Parties agree that they have had an opportunity to review this Agreement and negotiate changes or modifications, therefore, the parties waive the application of any Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.



Proposal: KENTO-0287

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45 New Cameras



Prepared for:  
**Matthew Lewis**

**Jackson County Department of Corrections**  
1300 Cherry St  
Kansas City, MO 64106

**P**  
**E** [mlewis@jacksongov.org](mailto:mlewis@jacksongov.org)  
**W**

Proposal Issued:  
9/24/2021

Proposal Valid to:  
10/24/21

# About Us

Founded in 1897, Kenton Brothers Systems for Security is one of the oldest and most trusted security providers to commercial organizations in the region.

From our headquarters in Kansas City, we're centrally positioned to serve our local, regional and national clients and generations of buildings and businesses.

Today, our company focuses on the next generation of systems for security, including the latest technologies in network based access control, surveillance systems and video analytics. Rely on our experience of being in the business of protecting people, property and possessions for over a century to be your one source for security products and services.

**All Secure.  
Since 1897**



**A Women-Owned Enterprise.**  
Grandad would be proud

3401 E. Truman Road | Kansas City, MO 64127  
P - 816.842.3700 | F - 816.471.1897  
kentonbrothers.com



## Kenton Brothers Systems for Security Capability Statement



### Core Competencies: Century Old Company on the Forefront of Security Innovation

Kenton Brothers Systems for Security is a complete physical security integrator based in Kansas City, Mo with offices in Wichita, KS and Columbia, MO. While our roots go back over a century, our company focus is on innovation and technology that is leading the way into the future of security in identity management, business systems, global site management, and hosted systems.

#### Security Solutions:

- Master key systems
- Access control
- IP access control
- Video cameras/Security cameras
- IP video security
- Hosted and managed systems
- Global site management solutions
- Business management solutions
- Inventory control/quality control

#### Security Products:

- Video cameras
- Access control systems
- Electrified locking hardware
- Commercial Hardware
- ADA operators
- Metal Detectors
- Turnstiles
- Hide-Away storm shelter
- USPS approved postal boxes
- Door closers
- Safes

### Past Performance:

#### Integrated IP Security Solutions:

- Independence Power & Light--Complete security solution including nonlethal electric fence, turnstiles, locking hardware, IP access control and security cameras with night vision.
- Glazers Distributors--Complete security solution and inventory management system including locking hardware, identity management, IP access control, and high-resolution IP video security.
- Kansas City University of Medicine and Bioscience--IP access control and identity management software, IP security cameras, single network solution.
- Belton School District--IP access control and security cameras on a single platform integrated with the Belton PD.

#### IP Video Security:

- Independence Police Dept--IP video security solution including high-resolution video cameras and video management software.
- Belton Police Dept--IP video security solution including high-resolution video cameras in the interrogation rooms, microphones, and innovative video management software.
- Consolidated Container Company--IP video solution for security and quality control.

#### Access Control:

- Missouri State University--IP access control designed to integrate with Blackboard software management allowing for a one card system for identity management and purchasing.

#### Physical Security Solutions:

- National Nuclear Security Administration, Kansas City Security Complex--Locking hardware, door, and GSA certified container security.
- Waterone of Johnson County--Masterkey system and rekey with bilevel patented key control, administrative software, electrified locking hardware, padlocks, gates, and ADA hardware.

## Differentiators:

WBENC national certification, WBE state and city certifications, DOE security clearance. Product certifications include: S&G 2740 high security locks, LKM 7000, Kaba Mas X09, X10 GSA containers, Avigilon, Axis, Lenel/S2, Bosch, Milestone, Gallagher, Garrett, Exacq, Assa Abloy, Allegion.

## Codes and Classifications:

<b>Cage Code:</b>	6J449	<b>DUNS Number:</b>	029848918	
<b>NAICS Codes:</b>	327390	423420	423850	561622
	332311	423710	561621	
<b>PSC Codes:</b>	N063	4240	5411	6350
	N075	5410	5810	7520
	R429			

## Company Information:

Kenton Brothers Systems for Security  
3401 E Truman Road  
Kansas City, MO 64127  
888-536-8661

[www.kentonbrothers.com](http://www.kentonbrothers.com)

## Primary Contacts:

Gina Stuelke, Owner/CEO	816-888-5840	<a href="mailto:gina@kentonbrothers.com">gina@kentonbrothers.com</a>
David Strickland, VP Operations	816-888-5839	<a href="mailto:davids@kentonbrothers.com">davids@kentonbrothers.com</a>
Neal Bellamy, Director of IT	816-888-5833	<a href="mailto:nealb@kentonbrothers.com">nealb@kentonbrothers.com</a>
Diane Bowman, Controller	816-888-5847	<a href="mailto:DianeB@kentonbrothers.com">DianeB@kentonbrothers.com</a>
Ryan Kaullen, Field Services Manager	816-888-5843	<a href="mailto:RyanK@kentonbrothers.com">RyanK@kentonbrothers.com</a>

# Client Information

**Name:** Jackson County Department of Corrections

**Site:**  
Jackson County Department of  
Corrections

**Billing:**  
Jackson County Department of  
Corrections

**Contact:**  
Matthew Lewis

1300 Cherry St  
Kansas City, MO 64106

mlewis@jacksongov.org

## Project Description

### *Project Objectives*

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Furnish 45 cameras for video surveillance

The services and hardware proposed in this document are developed based on the information provided by Jackson County Department of Corrections. The configuration and technical details set forth in this document are intended to provide Jackson County Department of Corrections with a solution designed to meet the current and future needs of the company.

### *Project Scope of Work*

#### Video System Description

KB will furnish 45 cameras for video surveillance. Drop ship only. No installation, programming, cabling or licensing to be provided with cameras.

#### Cameras

- Furnish 45 - Bosch 3000i Flexidome IP Micro 5MP dome cameras
- KB will coordinate camera view with customer's designated contact for final approval

#### Cabling

- No cabling provided

#### Warranty

- Materials are warranted according to the manufacturer's warranty (minimum 1 year)
- Labor and workmanship is warranted for 90 days.

#### Software Upgrade Plans (SUP)

- No licensing provided

### *Customer Requirements*

The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project.

- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.

KB will charge the customer additional fees for any down time occurred during the installation if customer requirements are not met.

### ***Project Assumptions***

- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- All outdoor lighting is operating as designed.
- All work will be performed with a 6'-8' ladder.
- Lift can be driven on grounds as needed, no landscaping repair is included.
- All work will be performed during normal business hours unless otherwise noted in the scope of work.

### ***Project Exceptions***

- No roof penetrations will be provided, unless otherwise specified in scope.
- 120VAC power will not be provided unless otherwise specified in scope.
- Power suppression (lighting protection) is not included unless otherwise specified in scope.
- Permits and permit fees are not included unless otherwise specified in scope.
- Conduit / raceway is not included unless otherwise specified in scope.

## Project Budget

### Cameras

#### Video Surveillance

45	<b>Bosch NDV-3503-F02</b> FLEXIDOME IP micro 3000i fixed micro dome 5MP HDR	\$20,656.80
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<b>Equipment:</b>	<b>\$20,656.80</b>
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<b>Labor:</b>	<b>\$0.00</b>
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<b>Video Surveillance Total</b>	<b>\$20,656.80</b>
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<b>Equipment:</b>	<b>\$20,656.80</b>
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<b>Labor:</b>	<b>\$0.00</b>
---------------	---------------

<b>Cameras Total</b>	<b>\$20,656.80</b>
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## Project Budget

### Freight

#### Video Surveillance

1	<b>Kenton Brothers Freight</b> Freight on Parts	
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<b>Equipment:</b>	<b>\$0.00</b>
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<b>Labor:</b>	<b>\$309.85</b>
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<b>Video Surveillance Total</b>	<b>\$309.85</b>
---------------------------------	-----------------

<b>Equipment:</b>	<b>\$0.00</b>
-------------------	---------------

<b>Labor:</b>	<b>\$309.85</b>
---------------	-----------------

<b>Freight Total</b>	<b>\$309.85</b>
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<b>Equipment Subtotal:</b>	<b>\$20,656.80</b>
<b>Labor Subtotal:</b>	<b>\$309.85</b>
<b>Project Subtotal:</b>	<b>\$20,966.65</b>



# PROJECT INVESTMENT SUMMARY

Equipment:	\$20,656.80
Unassigned Labor:	\$309.85

**Grand Total:** **\$20,966.65**

Grand Total listed here does not include any Service Plan amount listed below in the next section.

## System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the above listed sum plus applicable taxes.

## Estimated Invoice Schedule

## Amount

Initial Deposit	\$0.00
Progress Payment	\$0.00
Progress Payment	\$0.00
Final	\$20,966.65

## Payment Terms:

Payment shall be Net 30 of invoice date. Balance(s) to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.

# PROJECT ACCEPTANCE

## Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Estimated Invoice Schedule** listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

## AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "**Agreement**") is made and entered into effective, as of the date (the "**Effective Date**") shown below here, by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("**KB**") and the above-identified customer ("**Customer**").

By signing this Agreement, KB agrees to provide the security equipment, software, and/or services identified in the proposal(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Proposal(s).

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

Accepted by:

\_\_\_\_\_  
Client: Matthew Lewis

\_\_\_\_\_  
Date

*Scarlett, Garrett*  
\_\_\_\_\_

September 24, 2021  
\_\_\_\_\_

Contractor: Kenton Brothers

Date

## STANDARD TERMS AND CONDITIONS (Distribution)

### 1. DEFINITIONS

- (a) "CCTV" means closed circuit television.
- (b) "Customer Location(s)" means the location(s) of Customer identified in the KB Fee Schedule.
- (c) "Effective Date" means the effective date of this Agreement established on page 1 hereof.
- (d) "Equipment" means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) "Fees" means Kenton Brothers, Inc. ("KB")'s costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable KB Fee Schedule.
- (f) "Installation Services" means the process by which KB installs Equipment and/or Software for Customer pursuant to a KB Fee Schedule.
- (g) "Leased Equipment" means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a KB Fee Schedule.
- (h) "Licensed Software" means the machine-readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a KB Fee Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) "Purchased Equipment" means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a KB Fee Schedule.
- (j) "Remote Video Equipment" means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a KB Fee Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any compatible computer or smart phone connected to high speed Internet.
- (k) "Remote Video Server Access" means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any compatible computer connected to high-speed internet connection or any smart phone or smart device with Internet access capabilities.
- (l) "KB Fee Schedule" means any purchase schedule or other order form executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. KB Fee Schedules become effective upon execution by both parties. This Agreement and any associated KB Fee Schedule shall be conclusive and govern KB's agreement with the customer unless amended as provided by Section 20(b). **All waiver, alteration, or modification to these terms by a purchase order confirmation or other subsequent customer document are hereby expressly refused unless signed by a KB agent authorized to change these terms and conditions.**
- (m) "Services" means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a KB Fee Schedule, including any authorized changes, modifications, improvements and enhancements KB provides pursuant to a KB Fee Schedule and this Agreement.
- (n) "Software" means the Licensed Software and Sublicensed Software.
- (o) "Sublicensed Software" means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees to sublicense, to Customer pursuant to a KB Fee Schedule, together with new releases, updates, corrections and patches to same developed by third party.
- (p) "Maintenance and Support Services" means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a KB Fee Schedule.
- (q) "KB Maintenance and Support Services Fee Schedule" means a KB Fee Schedule in which Customer elects to purchase Maintenance and Support Services.
- (r) "Work Product" means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

### 2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each KB Fee Schedule. If there is any express conflict between the terms of this Agreement and the terms of a KB Fee Schedule, the terms of the KB Fee Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the KB Fee Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such KB Fee Schedule.

### 3. SERVICES

(a) **Services.** During the term of this Agreement, KB will provide the Services set forth on the applicable KB Fee Schedule. Unless otherwise expressly provided in a KB Fee Schedule, the Services (including, without limitation, Maintenance and Support Services

described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) Changes in Scope of Work. Customer may from time to time desire to make changes in the scope of work set forth in the applicable KB Fee Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised KB Fee Schedule, change order or other written document acceptable to both parties, reflecting the changes. All other terms hereunder are not changed unless expressly accepted by KB by a KB agent authorized to change these terms and conditions.

(c) Additional Services. At Customer's request, KB may in its sole discretion, provide services not included in Services or are furnished beyond the term of an applicable KB Fee Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required, they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the KB Fee Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the KB Fee Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the KB Fee Schedule, conditioned on Customer's compliance with the terms of this Agreement and with the express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB.

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a KB Fee Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its sole discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause.

## 1. EQUIPMENT AND SOFTWARE

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a KB Fee Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a KB Fee Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable KB Fee Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a KB Fee Schedule solely during the license term set forth in the KB Fee Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. Subject to the terms and conditions of this Agreement (including the applicable KB Fee Schedule), KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a KB Fee Schedule or described as Sublicensed Software on a KB Fee Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) Shipping. By signing a KB Fee Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

(g) **DISCLAIMER OF WARRANTIES; THIRD-PARTY TERMS. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 6(a) AND 12, KB MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER REGARDING ANY EQUIPMENT OR SOFTWARE.** If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

## 2. MAINTENANCE AND SUPPORT SERVICES

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a KB Fee Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the Equipment and/ Software identified on the applicable KB Fee Schedule. Maintenance and Support Services included in KB's annual

maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's sole discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and/or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a KB Fee Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) Regular Business Hours. KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, excluding KB-recognized holidays.

(d) After-Hours Support and Fees. Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) Requests for Service Call. Customer requests for support or service calls can be reported to: support@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) Non-KB Furnished Equipment. Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a KB Maintenance and Support Services Fee Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) Manufacturer's Warranty. Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) Required KB Approvals. Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) Term. The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable KB Maintenance and Support Services Fee Schedule and shall continue for the period of months set forth in that KB Fee Schedule. Thereafter, unless the KB Maintenance and Support Services Fee Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the KB Fee Schedule.

(j) Fees. The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable KB Fee Schedule, shall be the amount set forth in the KB Fee Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d) . If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the KB Fee Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) Payment. Unless otherwise stated in the applicable KB Fee Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within thirty (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

### 3. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE

(a) 90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a KB Fee Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. **CONSISTENT WITH SECTION 12, KB DISCLAIMS ALL WARRANTIES, OTHER THAN THE WARRANTY IN THIS SECTION 6.(A).**

(b) Remote Video Server Access. If and to the extent Customer purchases Remote Video Server Access pursuant to a KB Fee Schedule, during the term of the Remote Video Access Service set forth in the KB Fee Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's CCTV is using in order to enable Customer to view the CCTV cameras on any compatible computer connected to high speed internet connection or any compatible smart phone or smart device with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique passcode to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or DSL and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server.

Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) Term of Access. The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable KB Fee Schedule and shall continue for the period of months set forth in that KB Fee Schedule. Thereafter, unless the KB Fee Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the KB Fee Schedule.

(d) Fees. The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable KB Fee Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) Payment. Unless otherwise stated in the applicable KB Fee Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice. KB is not responsible for any effects related to any such interruption of Services due to Customer's non-payment.

#### 4. FEES AND PAYMENT

(a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable KB Fee Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable KB Fee Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the KB Fee Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 1718 Baltimore Ave. Kansas City MO 64108 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).

(b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable KB Fee Schedule. Unless otherwise provided in a KB Fee Schedule, such credit card or debit authorization method of payment applies to Fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.

(c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the KB Maintenance and Support Services Fee Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable KB Fee Schedule during the then current term and/or (iv) any other remedies available at law or in equity.

(d) Reimbursement of Expenses. Unless otherwise noted in a KB Fee Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.

(e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

#### 8. CUSTOMER OBLIGATIONS

(a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.

(b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems. Further, Customer is solely responsible for maintaining the cyber security of Customer's network and preventing any unauthorized cyber intrusion to the Customer's network or the Equipment or Software.

(c) Maintenance; Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper environment, upgrading software, and any non-material equipment repair.

(d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment,

including, without limitation, Services included in Maintenance and Support Services.

### 1. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a KB Fee Schedule, KB will contract directly with a third-party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable KB Fee Schedule. This third-party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable without limitation and under any circumstances for any events arising out of, or in any way related to, the third-party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

### 10. TERM; TERMINATION

(a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any KB Fee Schedule remains in effect.

(b) Termination of a KB Fee Schedule. Either party may terminate any KB Fee Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or applicable KB Fee Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7.(c). Further, this Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

(c) Effect of Termination. Upon the expiration or other termination of a KB Fee Schedule for any reason, each party's rights and obligations under the KB Fee Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the KB Fee Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the KB Fee Schedule. If any KB Fee Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the KB Maintenance and Support Services Fee Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable KB Fee Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment and allow KB access in order to remove such Equipment. If the Customer fails to provide access to remove such Equipment, Customer authorizes KB to invoice the Customer for the fair market value of the Equipment and agrees to pay the same. KB is not responsible for any effects related to any such interruption of Services due to KB's termination under this provision.

### 1. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a KB Fee Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own sole discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

### 12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6.(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. KB shall be the sole judge, using its reasonable judgement, in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section



12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) Disclaimer of All Other Warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE KB FEE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD-PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.

#### 1. LIMITATION OF LIABILITY

KB SHALL HAVE NO LIABILITY FOR ANY DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE EQUIPMENT, THE SOFTWARE OR THE SERVICES, WHETHER CAUSED BY KB'S NEGLIGENCE, FAULT, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER AND EVEN IF KB WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, IF THE DELAY IS CAUSED BY CUSTOMER OR ANY FORCE MAJEURE EVENT. SUCH INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF ANTICIPATED PROFITS, LABOR INEFFICIENCIES, IDLE EQUIPMENT, HOME OFFICE OVERHEAD, AND SIMILAR TYPES OF DAMAGES. IN THE EVENT THAT KB IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL KB'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER FOR THE DEFECTIVE ITEM OR SERVICE UNDER THE APPLICABLE KB FEE SCHEDULE WITHIN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD. THE DISCLAIMER OF WARRANTIES IN SECTION 12 AND THE LIMITATION OF LIABILITY AND REMEDY IN THIS SECTION 13 ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR KB TO PROVIDE AND FOR CUSTOMER TO OBTAIN ACCESS TO THE EQUIPMENT, SOFTWARE AND SERVICES FOR THE SPECIFIED FEES. CUSTOMER ACKNOWLEDGES THAT KB IS NOT THE MANUFACTURER OF ANY OF THE EQUIPMENT, AND CUSTOMER AGREES THAT KB SHALL HAVE NO LIABILITY RELATED TO ANY PRODUCT DEFECT RELATED TO THE EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a) WITH RESPECT TO REMOTE VIDEO SERVER EQUIPMENT.

#### 14. INDEMNIFICATION BY CUSTOMER

(a) Indemnity. Customer shall indemnify, defend and hold harmless KB and its officers, shareholders, directors, employees, agents and affiliates (each, a "KB Indemnified Party") from and against any and all damages, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees for attorneys selected by the KB Indemnified Party resulting from any claim, suit, action, arbitration or proceeding brought or threatened by a third-party against any KB Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any Equipment or Software or the performance / nonperformance of any Services pursuant to this Agreement; (b) any breach or alleged breach by Customer or its users of any of its representations, warranties, covenants or obligations hereunder or any actual or alleged act or failure to act by Customer; or (c) any of the services provided pursuant to this Agreement by a subcontractor or service partner of KB, including, without limitation, any party providing central office monitoring services to Customer. Customer on its behalf and any insurance carrier waives any right of subrogation

Customer's insurance carrier may otherwise have against KB or KB's subcontractors arising out of this Agreement or the relation of the parties hereto.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer's family, and any other persons who may be in or near Customer's Location(s).

#### 1. EXCULPATORY CLAUSE

KB and Customer agree that KB is not an insurer and no insurance coverage is offered herein. The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur. KB is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to view or retrieve data, or property damage sustained by Customer as a result of burglary, theft, hold-up, cyber intrusion, hacking event (including, but not limited to, software/firmware exploitation, spoofing, phishing, ransomware, and any misappropriation of any cyber credentials or passwords), fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by KB's negligent performance, failure to perform any obligation or strict products liability. Customer releases KB from any claims for contribution, indemnity or subrogation.

#### 16. CONFIDENTIAL INFORMATION

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third-party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. At a minimum, Customer agrees that a Court may enter a Temporary Restraining Order without Notice to the Customer to prevent such a breach. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100.00. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

#### 1. NOTICE TO OWNER

**FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS AGREEMENT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK KB FOR "LIEN WAVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

#### 18. ARBITRATION OF DISPUTES

(a) Arbitration. **EXCEPT AS PROVIDED IN SECTION 18.(C) BELOW, THE PARTIES AGREE THAT ALL CLAIMS, DISPUTES OR CONTROVERSIES BETWEEN KB AND CUSTOMER WHICH ARISE OUT OF OR RELATE TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SUBMITTED TO AND RESOLVED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES (INCLUDING ITS EMERGENCY RULES) THEN IN EFFECT AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY DEMAND FOR ARBITRATION MUST BE FILED PROMPTLY AND WITHIN A REASONABLE TIME AFTER A CLAIM, DISPUTE OR CONTROVERSY HAS ARISEN AND IN NO EVENT LATER THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ALLEGEDLY ACCRUED.**

(b) Place. **THE PARTIES AGREE THE PLACE OF ARBITRATION SHALL BE IN KANSAS CITY, MISSOURI.**

(c) Exclusions. Regardless of any contrary provision contained in this this Agreement, claims by KB against Customer collecting overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this

## Section 18.

### 1. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any KB Fee Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding. A "prevailing party" is one that succeeds on any significant issue in the litigation which achieves some of the benefit the parties sought in bringing the action.

### 20. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of one (1) year after termination of this Agreement or one (1) year after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including any applicable KB Fee Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any KB Fee Schedule shall be effective unless in writing and signed by both parties. No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the **State of Missouri**, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over **Jackson County, Missouri**. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt requested, postage prepaid) to the address provided by the party to be notified. Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section. Notices shall be effective: (i) as of the date personally delivered if by hand or (ii) for notices sent by certified mail, five (5) business days after the postmark date, or (iii) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL. Notices also may be delivered by electronic means (including, without limitation, via email) and notices so delivered shall be effective upon actual receipt of the electronic transmission.

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this Section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any KB Fee Schedule shall give any third party any claim or cause of action against KB.

(k) Rules of Interpretation. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. Except as otherwise expressly provided in this Agreement or as the context otherwise requires, the following rules of interpretation apply to this Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) "or" and "any" are not exclusive and the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation;" (iii) a reference to any Contract includes permitted supplements and amendments; (iv) a reference to a Law includes any amendment or modification to such Law; (v) a reference to a Person includes its successors, heirs, legal representative and permitted assigns; (vi) a reference to one gender shall include any other gender; (vii) "hereunder," "hereof," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision. The Parties agree that they have had an opportunity to review this Agreement and negotiate changes or modifications, therefore, the parties waive the application of any Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.



Proposal: KENTO-0286

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Exterior Camera Replacement



Prepared for:  
**Matthew Lewis**

**Jackson County Department of Corrections**  
1300 Cherry St  
Kansas City, MO 64106

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**W**

Proposal Issued:  
9/24/2021

Proposal Valid to:  
10/24/21

# About Us

Founded in 1897, Kenton Brothers Systems for Security is one of the oldest and most trusted security providers to commercial organizations in the region.

From our headquarters in Kansas City, we're centrally positioned to serve our local, regional and national clients and generations of buildings and businesses.

Today, our company focuses on the next generation of systems for security, including the latest technologies in network based access control, surveillance systems and video analytics. Rely on our experience of being in the business of protecting people, property and possessions for over a century to be your one source for security products and services.

**All Secure.  
Since 1897**



**A Women-Owned Enterprise.**  
Granddad would be proud

3401 E. Truman Road | Kansas City, MO 64127  
P - 816.842.3700 | F - 816.471.1897  
kentonbrothers.com



## Kenton Brothers Systems for Security Capability Statement



### Core Competencies: Century Old Company on the Forefront of Security Innovation

Kenton Brothers Systems for Security is a complete physical security integrator based in Kansas City, Mo with offices in Wichita, KS and Columbia, MO. While our roots go back over a century, our company focus is on innovation and technology that is leading the way into the future of security in identity management, business systems, global site management, and hosted systems.

#### Security Solutions:

- Master key systems
- Access control
- IP access control
- Video cameras/Security cameras
- IP video security
- Hosted and managed systems
- Global site management solutions
- Business management solutions
- Inventory control/quality control

#### Security Products:

- Video cameras
- Access control systems
- Electrified locking hardware
- Commercial Hardware
- ADA operators
- Metal Detectors
- Turnstiles
- Hide-Away storm shelter
- USPS approved postal boxes
- Door closers
- Safes

### Past Performance:

#### Integrated IP Security Solutions:

- Independence Power & Light--Complete security solution including nonlethal electric fence, turnstiles, locking hardware, IP access control and security cameras with night vision.
- Glazers Distributors--Complete security solution and inventory management system including locking hardware, identity management, IP access control, and high-resolution IP video security.
- Kansas City University of Medicine and Bioscience--IP access control and identity management software, IP security cameras, single network solution.
- Belton School District--IP access control and security cameras on a single platform integrated with the Belton PD.

#### IP Video Security:

- Independence Police Dept--IP video security solution including high-resolution video cameras and video management software.
- Belton Police Dept--IP video security solution including high-resolution video cameras in the interrogation rooms, microphones, and innovative video management software.
- Consolidated Container Company--IP video solution for security and quality control.

#### Access Control:

- Missouri State University--IP access control designed to integrate with Blackboard software management allowing for a one card system for identity management and purchasing.

#### Physical Security Solutions:

- National Nuclear Security Administration, Kansas City Security Complex--Locking hardware, door, and GSA certified container security.
- Waterone of Johnson County--Masterkey system and rekey with bilevel patented key control, administrative software, electrified locking hardware, padlocks, gates, and ADA hardware.

## Differentiators:

WBENC national certification, WBE state and city certifications, DOE security clearance. Product certifications include: S&G 2740 high security locks, LKM 7000, Kaba Mas X09, X10 GSA containers, Avigilon, Axis, Lenel/S2, Bosch, Milestone, Gallagher, Garrett, Exacq, Assa Abloy, Allegion.

## Codes and Classifications:

<b>Cage Code:</b>	6J449	<b>DUNS Number:</b>	029848918	
<b>NAICS Codes:</b>	327390	423420	423850	561622
	332311	423710	561621	
<b>PSC Codes:</b>	N063	4240	5411	6350
	N075	5410	5810	7520
	R429			

## Company Information:

Kenton Brothers Systems for Security  
3401 E Truman Road  
Kansas City, MO 64127  
888-536-8661

[www.kentonbrothers.com](http://www.kentonbrothers.com)

## Primary Contacts:

Gina Stuelke, Owner/CEO	816-888-5840	<a href="mailto:gina@kentonbrothers.com">gina@kentonbrothers.com</a>
David Strickland, VP Operations	816-888-5839	<a href="mailto:davids@kentonbrothers.com">davids@kentonbrothers.com</a>
Neal Bellamy, Director of IT	816-888-5833	<a href="mailto:nealb@kentonbrothers.com">nealb@kentonbrothers.com</a>
Diane Bowman, Controller	816-888-5847	<a href="mailto:DianeB@kentonbrothers.com">DianeB@kentonbrothers.com</a>
Ryan Kaullen, Field Services Manager	816-888-5843	<a href="mailto:RyanK@kentonbrothers.com">RyanK@kentonbrothers.com</a>



# Client Information

**Name:** Jackson County Department of Corrections

**Site:**  
Jackson County Department of  
Corrections

**Billing:**  
Jackson County Department of  
Corrections

**Contact:**  
Matthew Lewis

1300 Cherry St  
Kansas City, MO 64106

mlewis@jacksongov.org

## Project Description

### *Project Objectives*

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Provide 8 cameras for video surveillance on existing Bosch VMS

The services and hardware proposed in this document are developed based on the information provided by Jackson County Department of Corrections. The configuration and technical details set forth in this document are intended to provide Jackson County Department of Corrections with a solution designed to meet the current and future needs of the company.

### *Project Scope of Work*

#### Video System Description

KB will provide 8 cameras for video surveillance on the existing Bosch VMS.

#### Head End / Server location

- Use existing power over ethernet (POE) network switch
- Use existing patch panels
- Use existing Coax cabling
- Use existing Server/NVR
- Utilize POE ports for 8 camera(s)
- Customer to provide 8 IP addresses for cameras, servers and network equipment
- Install Cat 6 from network switch to cameras

#### Cameras

- Provide 6 - P3719-PLE 4x3.75MP panoramic dome cameras
- Provide 2 - NDE-3502-AL 2MP outdoor dome cameras
- Customer to provide 24V AC power 6 camera locations
- KB will coordinate camera view with customer's designated contact for final approval

#### Cabling

- Existing coax cable will be reused for 6 cameras
- Exterior cable that is exposed to the environments will be rated for UV exposure or burial

direct as installation method requires.

- Exposed cabling will be installed in conduit or raceway to provide protection.
- Interior camera cable will be exposed above finished ceiling.
- Interior camera cable will be exposed in open ceilings; Cable will be yellow in color.
- Interior cabling will be supported by standard trade methods.
- Interior cabling will be installed in a secure manner.

### Warranty

- Materials are warranted according to the manufacturer's warranty (minimum 1 year)
- Labor and workmanship is warranted for 90 days.

### Lift Rental

- Estimated lift rental is included in quote for 1 week. Invoice will be adjusted to reflect actual lift rental charge + 10%.

### ***Customer Requirements***

The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project.
- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Provide IP addresses needed for this project.
- Provide all usernames and password to complete scope.
- Provide grounded bus bars at switch and exterior camera locations for lightning protection
- Provide internet security for server / NVR.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Provide ample space for mounting equipment and hardware as needed.
- Provide all Ethernet ports for system connectivity as needed.
- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.

KB will charge the customer additional fees for any down time occurred during the installation if customer requirements are not met.

### ***Project Assumptions***

- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- All outdoor lighting is operating as designed.
- All work will be performed with a 6'-8' ladder.
- Lift can be driven on grounds as needed, no landscaping repair is included.
- All work will be performed during normal business hours unless otherwise noted in the scope of work.

### ***Project Exceptions***

- No roof penetrations will be provided, unless otherwise specified in scope.
- 120VAC power will not be provided unless otherwise specified in scope.
- Power suppression (lighting protection) is not included unless otherwise specified in scope.
- Permits and permit fees are not included unless otherwise specified in scope.
- Conduit / raceway is not included unless otherwise specified in scope.

New IP Cameras

Unassigned



**1 Axis Communications 01500-001** \$1,406.35  
P3719-PLE

2 Electrical Trim Labor \$170.00

2 ANIXTER MCTP6I-4-3 \$7.70

3' CAT 6 PATCH CORD YELLOW

0 Electrical Trim Labor



1 Axis Communications 5017-641 \$69.48  
T91A64 BRACKET CORNER

0 Electrical Trim Labor



1 Axis Communications T91D61 \$73.88  
T91D61 WALL MOUNT

0 Electrical Trim Labor



1 Axis Communications T94N01D \$78.28  
T94N01D PENDANT KIT

0 Electrical Trim Labor

1 Bosch MBV-XCHAN-FM \$246.99  
Bosch VMS License

1 Programming Labor \$85.00

3 Kenton Brothers 3/4" Conduit 10 ft \$30.00  
3/4" Conduit 10 ft

0 Electrical Trim Labor

1 Kenton Brothers Programming Labor  
Programming Labor

1 Programming Labor \$85.00

2 Ortronics KS6A44 \$16.54  
ORTKS6A44 TECHCHOICE 1 PORT MOD JACK CAT 6 YELLOW

0 Electrical Trim Labor

200 WIRE CAT 6 PLENUM YELLOW-500 \$74.00  
CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET

0 Rough-In Labor



**1 Axis Communications 01500-001** \$1,406.35  
P3719-PLE

2 Electrical Trim Labor \$170.00

	2	ANIXTER MCTP6I-4-3 3' CAT 6 PATCH CORD YELLOW	\$7.70
	0	Electrical Trim Labor	
	1	Axis Communications 5017-641 T91A64 BRACKET CORNER	\$69.48
	0	Electrical Trim Labor	
	1	Axis Communications T91D61 T91D61 WALL MOUNT	\$73.88
	0	Electrical Trim Labor	
	1	Axis Communications T94N01D T94N01D PENDANT KIT	\$78.28
	0	Electrical Trim Labor	
	1	Bosch MBV-XCHAN-FM Bosch VMS License	\$246.99
	1	Programming Labor	\$85.00
	1	Kenton Brothers Programming Labor Programming Labor	
	1	Programming Labor	\$85.00
	2	Ortronics KS6A44 ORTKS6A44 TECHCHOICE 1 PORT MOD JACK CAT 6 YELLOW	\$16.54
	0	Electrical Trim Labor	
	200	WIRE CAT 6 PLENUM YELLOW-500 CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET	\$74.00
	0	Rough-In Labor	

<b>Equipment:</b>	<b>\$3,976.44</b>
<b>Labor:</b>	<b>\$340.00</b>
<b>Unassigned Total</b>	<b>\$4,316.44</b>

<b>Equipment:</b>	<b>\$3,976.44</b>
<b>Labor:</b>	<b>\$340.00</b>

<b>New IP Cameras Total</b>	<b>\$4,316.44</b>
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New IP Over Coax Cameras

Unassigned

	<b>4</b>	<b>Axis Communications 01500-001</b> P3719-PLE	\$5,625.40
	8	Electrical Trim Labor	\$680.00
	8	ANIXTER MCTP6I-4-3 3' CAT 6 PATCH CORD YELLOW	\$30.80
	0	Electrical Trim Labor	
	4	Axis Communications 5017-641 T91A64 BRACKET CORNER	\$277.92
	0	Electrical Trim Labor	
	4	Axis Communications 5026-401 T8640 POE+ OVER COAX ADAP	\$1,456.48
	0	Electrical Trim Labor	
	4	Axis Communications 5900-251 T8125 AC 24V MIDSPAN 60W	\$559.36
	0	Electrical Trim Labor	
	4	Axis Communications T91D61 T91D61 WALL MOUNT	\$295.52
	0	Electrical Trim Labor	
	4	Axis Communications T94N01D T94N01D PENDANT KIT	\$313.12
	0	Electrical Trim Labor	
	4	Bosch MBV-XCHAN-FM Bosch VMS License	\$987.96
	4	Programming Labor	\$340.00
	4	Kenton Brothers 3/4" Conduit 10 ft 3/4" Conduit 10 ft	\$40.00
	0	Electrical Trim Labor	
	4	Kenton Brothers Programming Labor Programming Labor	
	4	Programming Labor	\$340.00
	4	L-Com NB121005 12x10x5 Inch UL Listed Weatherproof NEMA Enclosure	\$450.16
	0	Electrical Trim Labor	

8	Ortronics KS6A44 ORTKS6A44 TECHCHOICE 1 PORT MOD JACK CAT 6 YELLOW	\$66.16
	0 Electrical Trim Labor	
400	WIRE CAT 6 PLENUM YELLOW-500 CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET	\$148.00
	0 Rough-In Labor	

<b>Equipment:</b>	<b>\$10,250.88</b>
<b>Labor:</b>	<b>\$680.00</b>
<b>Unassigned Total</b>	<b>\$10,930.88</b>

### Video Surveillance

<b>1</b>	<b>Bosch NDE-3502-AL</b>	<b>\$324.08</b>
	FIXED DOME 2MP HDR 3.2-10MM IP66 IK10 IR, EVA, SD LOCAL STORAGE, TRUE DAY/NIGHT , IR 98FT, IDNR, H.265, 12VDC/POE	
2	Electrical Trim Labor	\$170.00
2	ANIXTER MCTP6I-4-3 3' CAT 6 PATCH CORD YELLOW	\$7.70
	0 Electrical Trim Labor	
1	Axis Communications 5900-251 T8125 AC 24V MIDSPAN 60W	\$139.84
	0 Electrical Trim Labor	
1	Bosch MBV-XCHAN-FM Bosch VMS License	\$246.99
	1 Programming Labor	\$85.00
1	Kenton Brothers 3/4" Conduit 10 ft 3/4" Conduit 10 ft	\$10.00
	0 Electrical Trim Labor	
1	Kenton Brothers Programming Labor Programming Labor	
	1 Programming Labor	\$85.00
1	L-Com NB121005 12x10x5 Inch UL Listed Weatherproof NEMA Enclosure	\$112.54
	0 Electrical Trim Labor	
2	Ortronics KS6A44 ORTKS6A44 TECHCHOICE 1 PORT MOD JACK CAT 6 YELLOW	\$16.54
	0 Electrical Trim Labor	
200	WIRE CAT 6 PLENUM YELLOW-500 CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET	\$74.00
	0 Rough-In Labor	



<b>Equipment:</b>	<b>\$931.69</b>
<b>Labor:</b>	<b>\$170.00</b>
<b>Video Surveillance Total</b>	<b>\$1,101.69</b>

<b>Equipment:</b>	<b>\$11,182.57</b>
<b>Labor:</b>	<b>\$850.00</b>

<b>New IP Over Coax Cameras Total</b>	<b>\$12,032.57</b>
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## Project Budget

### Replacement Analog

#### Video Surveillance



<b>1</b>	<b>Bosch NDE-3502-AL</b>	<b>\$324.08</b>
	FIXED DOME 2MP HDR 3.2-10MM IP66 IK10 IR, EVA, SD LOCAL STORAGE, TRUE DAY/NIGHT , IR 98FT, IDNR, H.265, 12VDC/POE	
1	Electrical Trim Labor	\$85.00
1	Axis Communications 5900-251 T8125 AC 24V MIDSPAN 60W	\$139.84
0	Electrical Trim Labor	
1	Bosch MBV-XCHAN-FM Bosch VMS License	\$246.99
1	Programming Labor	\$85.00

<b>Equipment:</b>	<b>\$710.91</b>
<b>Labor:</b>	<b>\$85.00</b>
<b>Video Surveillance Total</b>	<b>\$795.91</b>

<b>Equipment:</b>	<b>\$710.91</b>
<b>Labor:</b>	<b>\$85.00</b>

<b>Replacement Analog Total</b>	<b>\$795.91</b>
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## Project Budget

### Subcontractor

#### Video Surveillance

- 1 **Kenton Brothers Sub Contractor**  
Sub Contracted Work

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<b>Equipment:</b>	<b>\$0.00</b>
<b>Labor:</b>	<b>\$8,329.33</b>
<b>Video Surveillance Total</b>	<b>\$8,329.33</b>

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<b>Equipment:</b>	<b>\$0.00</b>
<b>Labor:</b>	<b>\$8,329.33</b>

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<b>Subcontractor Total</b>	<b>\$8,329.33</b>
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## Project Budget

### Project Management

#### Video Surveillance

- 1 **Kenton Brothers Project Management Labor - Auto**  
Project Management Labor

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<b>Equipment:</b>	<b>\$0.00</b>
<b>Labor:</b>	<b>\$150.00</b>
<b>Video Surveillance Total</b>	<b>\$150.00</b>

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<b>Equipment:</b>	<b>\$0.00</b>
<b>Labor:</b>	<b>\$150.00</b>

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<b>Project Management Total</b>	<b>\$150.00</b>
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## Project Budget

### Lift Rental

#### Video Surveillance

- 1 **Kenton Brothers 40ft Boom Lift - Week**  
40ft Boom Lift - Week

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<b>Equipment:</b>	<b>\$0.00</b>
<b>Labor:</b>	<b>\$689.00</b>
<b>Video Surveillance Total</b>	<b>\$689.00</b>

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<b>Equipment:</b>	<b>\$0.00</b>
<b>Labor:</b>	<b>\$689.00</b>

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<b>Lift Rental Total</b>	<b>\$689.00</b>
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## Project Budget

### Misc. & Freight

#### Video Surveillance

- 1 **Kenton Brothers Freight**  
Freight on Parts
- 1 **Kenton Brothers Misc Installation Materials**  
Misc Installation Materials

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<b>Equipment:</b>	<b>\$0.00</b>
<b>Labor:</b>	<b>\$714.15</b>
<b>Video Surveillance Total</b>	<b>\$714.15</b>

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<b>Equipment:</b>	<b>\$0.00</b>
<b>Labor:</b>	<b>\$714.15</b>

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<b>Misc. &amp; Freight Total</b>	<b>\$714.15</b>
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<b>Equipment Subtotal:</b>	<b>\$15,869.92</b>
<b>Labor Subtotal:</b>	<b>\$11,157.48</b>
<b>Project Subtotal:</b>	<b>\$27,027.40</b>



# PROJECT INVESTMENT SUMMARY

Equipment:	\$15,869.92
Unassigned Labor:	\$9,732.48
Programming Labor (15.000 hours):	\$1,275.00
Project Management Labor:	\$150.00

**Grand Total:** **\$27,027.40**

Grand Total listed here does not include any Service Plan amount listed below in the next section.

## System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the above listed sum plus applicable taxes.

## Estimated Invoice Schedule

## Amount

Initial Deposit	\$0.00
Progress Payment	\$0.00
Progress Payment	\$0.00
Final	\$27,027.40

## Payment Terms:

Payment shall be Net 30 of invoice date. Balance(s) to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.

# PROJECT ACCEPTANCE

## Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Estimated Invoice Schedule** listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

## AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "**Agreement**") is made and entered into effective, as of the date (the "**Effective Date**") shown below here, by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("**KB**") and the above-identified customer ("**Customer**").

By signing this Agreement, KB agrees to provide the security equipment, software, and/or services identified in the proposal(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Proposal(s).

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

Accepted by:

\_\_\_\_\_  
Client:            Matthew Lewis

\_\_\_\_\_  
Date

*Scarlett, Garrett*  
\_\_\_\_\_

September 24, 2021  
\_\_\_\_\_

Contractor:      Kenton Brothers

Date

# STANDARD TERMS AND CONDITIONS

## 1. DEFINITIONS

- (a) "CCTV" means closed circuit television.
- (b) "Customer Location(s)" means the location(s) of Customer identified in the KB Fee Schedule.
- (c) "Effective Date" means the effective date of this Agreement established on page 1 hereof.
- (d) "Equipment" means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) "Fees" means Kenton Brothers, Inc. ("KB")'s costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable KB Fee Schedule.
- (f) "Installation Services" means the process by which KB installs Equipment and/or Software for Customer pursuant to a KB Fee Schedule.
- (g) "Leased Equipment" means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a KB Fee Schedule.
- (h) "Licensed Software" means the machine-readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a KB Fee Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) "Purchased Equipment" means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a KB Fee Schedule.
- (j) "Remote Video Equipment" means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a KB Fee Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any compatible computer or smart phone connected to high speed Internet.
- (k) "Remote Video Server Access" means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any compatible computer connected to high-speed internet connection or any smart phone or smart device with Internet access capabilities.
- (l) "KB Fee Schedule" means any purchase schedule or other order form executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. KB Fee Schedules become effective upon execution by both parties. This Agreement and any associated KB Fee Schedule shall be conclusive and govern KB's agreement with the customer unless amended as provided by Section 20(b). **All waiver, alteration, or modification to these terms by a purchase order confirmation or other subsequent customer document are hereby expressly refused unless signed by a KB agent authorized to change these terms and conditions.**
- (m) "Services" means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a KB Fee Schedule, including any authorized changes, modifications, improvements and enhancements KB provides pursuant to a KB Fee Schedule and this Agreement.
- (n) "Software" means the Licensed Software and Sublicensed Software.
- (o) "Sublicensed Software" means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees to sublicense, to Customer pursuant to a KB Fee Schedule, together with new releases, updates, corrections and patches to same developed by third party.
- (p) "Maintenance and Support Services" means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a KB Fee Schedule.
- (q) "KB Maintenance and Support Services Fee Schedule" means a KB Fee Schedule in which Customer elects to purchase Maintenance and Support Services.
- (r) "Work Product" means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

## 2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each KB Fee Schedule. If there is any express conflict between the terms of this Agreement and the terms of a KB Fee Schedule, the terms of the KB Fee Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the KB Fee Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such KB Fee Schedule.

## 3. SERVICES

- (a) Services. During the term of this Agreement, KB will provide the Services set forth on the applicable KB Fee Schedule. Unless otherwise expressly provided in a KB Fee Schedule, the Services (including, without limitation, Maintenance and Support

Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) Changes in Scope of Work. Customer may from time to time desire to make changes in the scope of work set forth in the applicable KB Fee Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised KB Fee Schedule, change order or other written document acceptable to both parties, reflecting the changes. All other terms hereunder are not changed unless expressly accepted by KB by a KB agent authorized to change these terms and conditions.

(c) Additional Services. At Customer's request, KB may in its sole discretion, provide services not included in Services or are furnished beyond the term of an applicable KB Fee Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required, they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the KB Fee Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the KB Fee Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the KB Fee Schedule, conditioned on Customer's compliance with the terms of this Agreement and with the express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB.

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a KB Fee Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its sole discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause.

#### **4. EQUIPMENT AND SOFTWARE**

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a KB Fee Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a KB Fee Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable KB Fee Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a KB Fee Schedule solely during the license term set forth in the KB Fee Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. Subject to the terms and conditions of this Agreement (including the applicable KB Fee Schedule), KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a KB Fee Schedule or described as Sublicensed Software on a KB Fee Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) Shipping. By signing a KB Fee Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

**(g) DISCLAIMER OF WARRANTIES; THIRD-PARTY TERMS. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 6(a) AND 12, KB MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER REGARDING ANY EQUIPMENT OR SOFTWARE.** If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

#### **5. MAINTENANCE AND SUPPORT SERVICES**

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a KB Fee Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the

Equipment and/ Software identified on the applicable KB Fee Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's sole discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and/or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a KB Fee Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) Regular Business Hours. KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, excluding KB-recognized holidays.

(d) After-Hours Support and Fees. Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) Requests for Service Call. Customer requests for support or service calls can be reported to: support@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) Non-KB Furnished Equipment. Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a KB Maintenance and Support Services Fee Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) Manufacturer's Warranty. Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) Required KB Approvals. Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) Term. The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable KB Maintenance and Support Services Fee Schedule and shall continue for the period of months set forth in that KB Fee Schedule. Thereafter, unless the KB Maintenance and Support Services Fee Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the KB Fee Schedule.

(j) Fees. The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable KB Fee Schedule, shall be the amount set forth in the KB Fee Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d) . If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the KB Fee Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) Payment. Unless otherwise stated in the applicable KB Fee Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within thirty (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

## **6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE**

(a) 90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a KB Fee Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. **CONSISTENT WITH SECTION 12, KB DISCLAIMS ALL WARRANTIES, OTHER THAN THE WARRANTY IN THIS SECTION 6.(A).**

(b) Remote Video Server Access. If and to the extent Customer purchases Remote Video Server Access pursuant to a KB Fee Schedule, during the term of the Remote Video Access Service set forth in the KB Fee Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's CCTV is using in order to enable Customer to view the CCTV cameras on any compatible computer connected to high speed internet connection or any compatible smart phone or smart device with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique password to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or



DSL and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) Term of Access. The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable KB Fee Schedule and shall continue for the period of months set forth in that KB Fee Schedule. Thereafter, unless the KB Fee Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the KB Fee Schedule.

(d) Fees. The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable KB Fee Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) Payment. Unless otherwise stated in the applicable KB Fee Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice. KB is not responsible for any effects related to any such interruption of Services due to Customer's non-payment.

## 7. FEES AND PAYMENT

(a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable KB Fee Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable KB Fee Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the KB Fee Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 1718 Baltimore Ave. Kansas City MO 64108 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).

(b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable KB Fee Schedule. Unless otherwise provided in a KB Fee Schedule, such credit card or debit authorization method of payment applies to Fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.

(c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the KB Maintenance and Support Services Fee Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable KB Fee Schedule during the then current term and/or (iv) any other remedies available at law or in equity.

(d) Reimbursement of Expenses. Unless otherwise noted in a KB Fee Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.

(e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

## 8. CUSTOMER OBLIGATIONS

(a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.

(b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems. Further, Customer is solely responsible for maintaining the cyber security of Customer's network and preventing any unauthorized cyber intrusion to the Customer's network or the Equipment or Software.

(c) Maintenance; Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper environment, upgrading software, and any non-material equipment repair.

(d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including, without limitation, Services included in Maintenance and Support Services.

## 9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a KB Fee Schedule, KB will contract directly with a third-party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable KB Fee Schedule. This third-party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable without limitation and under any circumstances for any events arising out of, or in any way related to, the third-party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

## 10. TERM; TERMINATION

(a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any KB Fee Schedule remains in effect.

(b) Termination of a KB Fee Schedule. Either party may terminate any KB Fee Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or applicable KB Fee Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7.(c). Further, this Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

(c) Effect of Termination. Upon the expiration or other termination of a KB Fee Schedule for any reason, each party's rights and obligations under the KB Fee Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the KB Fee Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the KB Fee Schedule. If any KB Fee Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the KB Maintenance and Support Services Fee Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable KB Fee Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment and allow KB access in order to remove such Equipment. If the Customer fails to provide access to remove such Equipment, Customer authorizes KB to invoice the Customer for the fair market value of the Equipment and agrees to pay the same. KB is not responsible for any effects related to any such interruption of Services due to KB's termination under this provision.

## 11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a KB Fee Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own sole discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

## 12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6.(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. KB shall be the sole judge, using its reasonable judgement, in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and

returning the allegedly defective Equipment. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) Disclaimer of All Other Warranties. **TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE KB FEE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD-PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.**

### 13. LIMITATION OF LIABILITY

**KB SHALL HAVE NO LIABILITY FOR ANY DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE EQUIPMENT, THE SOFTWARE OR THE SERVICES, WHETHER CAUSED BY KB'S NEGLIGENCE, FAULT, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER AND EVEN IF KB WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, IF THE DELAY IS CAUSED BY CUSTOMER OR ANY FORCE MAJEURE EVENT. SUCH INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF ANTICIPATED PROFITS, LABOR INEFFICIENCIES, IDLE EQUIPMENT, HOME OFFICE OVERHEAD, AND SIMILAR TYPES OF DAMAGES. IN THE EVENT THAT KB IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL KB'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER FOR THE DEFECTIVE ITEM OR SERVICE UNDER THE APPLICABLE KB FEE SCHEDULE WITHIN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD. THE DISCLAIMER OF WARRANTIES IN SECTION 12 AND THE LIMITATION OF LIABILITY AND REMEDY IN THIS SECTION 13 ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR KB TO PROVIDE AND FOR CUSTOMER TO OBTAIN ACCESS TO THE EQUIPMENT, SOFTWARE AND SERVICES FOR THE SPECIFIED FEES. CUSTOMER ACKNOWLEDGES THAT KB IS NOT THE MANUFACTURER OF ANY OF THE EQUIPMENT, AND CUSTOMER AGREES THAT KB SHALL HAVE NO LIABILITY RELATED TO ANY PRODUCT DEFECT RELATED TO THE EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a) WITH RESPECT TO REMOTE VIDEO SERVER EQUIPMENT.**

### 14. INDEMNIFICATION BY CUSTOMER

(a) Indemnity. Customer shall indemnify, defend and hold harmless KB and its officers, shareholders, directors, employees, agents and affiliates (each, a "KB Indemnified Party") from and against any and all damages, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees for attorneys selected by the KB Indemnified Party resulting from any claim, suit, action, arbitration or proceeding brought or threatened by a third-party against any KB Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any Equipment or Software or the performance / nonperformance of any Services pursuant to this Agreement; (b) any breach or alleged breach by Customer or its users of any of its

representations, warranties, covenants or obligations hereunder or any actual or alleged act or failure to act by Customer; or (c) any of the services provided pursuant to this Agreement by a subcontractor or service partner of KB, including, without limitation, any party providing central office monitoring services to Customer. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against KB or KB's subcontractors arising out of this Agreement or the relation of the parties hereto.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer's family, and any other persons who may be in or near Customer's Location(s).

## 15. EXCULPATORY CLAUSE

KB and Customer agree that KB is not an insurer and no insurance coverage is offered herein. The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur. KB is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to view or retrieve data, or property damage sustained by Customer as a result of burglary, theft, hold-up, cyber intrusion, hacking event (including, but not limited to, software/firmware exploitation, spoofing, phishing, ransomware, and any misappropriation of any cyber credentials or passwords), fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by KB's negligent performance, failure to perform any obligation or strict products liability. Customer releases KB from any claims for contribution, indemnity or subrogation.

## 16. CONFIDENTIAL INFORMATION

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third-party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. At a minimum, Customer agrees that a Court may enter a Temporary Restraining Order without Notice to the Customer to prevent such a breach. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100.00. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

## 17. NOTICE TO OWNER

**FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS AGREEMENT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK KB FOR "LIEN WAVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

## 18. ARBITRATION OF DISPUTES

(a) Arbitration. **EXCEPT AS PROVIDED IN SECTION 18.(C) BELOW, THE PARTIES AGREE THAT ALL CLAIMS, DISPUTES OR CONTROVERSIES BETWEEN KB AND CUSTOMER WHICH ARISE OUT OF OR RELATE TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SUBMITTED TO AND RESOLVED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES (INCLUDING ITS EMERGENCY RULES) THEN IN EFFECT AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY DEMAND FOR ARBITRATION MUST BE FILED PROMPTLY AND WITHIN A REASONABLE TIME AFTER A CLAIM, DISPUTE OR CONTROVERSY HAS ARISEN AND IN NO EVENT LATER THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ALLEGEDLY ACCRUED.**

(b) Place. **THE PARTIES AGREE THE PLACE OF ARBITRATION SHALL BE IN KANSAS CITY, MISSOURI.**

(c) Exclusions. Regardless of any contrary provision contained in this this Agreement, claims by KB against Customer collecting

overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this Section 18.

## 19. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any KB Fee Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding. A "prevailing party" is one that succeeds on any significant issue in the litigation which achieves some of the benefit the parties sought in bringing the action.

## 20. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of one (1) year after termination of this Agreement or one (1) year after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including any applicable KB Fee Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any KB Fee Schedule shall be effective unless in writing and signed by both parties. No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the **State of Missouri**, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over **Jackson County, Missouri**. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt requested, postage prepaid) to the address provided by the party to be notified. Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section. Notices shall be effective: (i) as of the date personally delivered if by hand or (ii) for notices sent by certified mail, five (5) business days after the postmark date, or (iii) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL. Notices also may be delivered by electronic means (including, without limitation, via email) and notices so delivered shall be effective upon actual receipt of the electronic transmission.

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this Section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any KB Fee Schedule shall give any third party any claim or cause of action against KB.

(k) Rules of Interpretation. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. Except as otherwise expressly provided in this Agreement or as the context otherwise requires, the following rules of interpretation apply to this Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) "or" and "any" are not exclusive and the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation;" (iii) a reference to any Contract includes permitted supplements and amendments; (iv) a reference to a Law includes any amendment or modification to such Law; (v) a reference to a Person includes its successors, heirs, legal representative and permitted assigns; (vi) a reference to one gender shall include any other gender; (vii) "hereunder," "hereof," and words of similar import shall be deemed references to this

Agreement as a whole and not to any particular Article, Section or other provision. The Parties agree that they have had an opportunity to review this Agreement and negotiate changes or modifications, therefore, the parties waive the application of any Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.





## PURCHASING DEPARTMENT

415 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106

816-881-3267  
Fax 816-881-3268

REQUEST FOR PROPOSAL NO. 42-20  
ISSUED: September 1, 2020  
PAGE 1 OF 45

Jackson County, Missouri is seeking Proposals from qualified Respondents for a Term and Supply for the furnishing of Lenel Systems Annual Software and Hardware Maintenance Agreements and the Purchase, Installation, Programming and Connection of New Software, Hardware and Equipment for the existing Security Systems in Jackson County, Missouri buildings.

Enclose your proposal in a sealed opaque envelope with the above Request for Proposal number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm CDT on September 29, 2020**, otherwise your Proposal will be **REJECTED**. There will be a public opening of proposals at 2:05pm CDT on September 29, 2020, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Request for Proposal Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Request for Proposal is Barbara Casamento. All questions must be emailed to [bcasamento@jacksongov.org](mailto:bcasamento@jacksongov.org) as detailed under General Conditions, Item 5 on Page 8 of this Request for Proposal.

By submitting a Proposal, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any Respondent; and (2) to reject any or all offers; and (3) select the proposal which, in its opinion, best meets the needs of Jackson County, Missouri.

Your returned Proposal shall be an original **plus five copies** as detailed in Section 4.0 Required Submittals, Page 17 of this Request for Proposal.

If you have a current (issued within in the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from **Jackson County, Missouri**, a copy of that certificate may be included in your proposal instead of the Compliance Report Form on Pages 4 and 5 of this Request for Proposal.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Respondent=s proposal. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Respondent or the Respondent's proposal will be deemed NON-RESPONSIVE.

**PLEASE NOTE:** The Successful Respondent shall comply with all requirements listed in Section 2.0 Award Requirement on Pages 13 through 15 of this Request for Proposal and will have to provide a Certificate of Insurance as outlined in Exhibit A, Page 19 of this Request for Proposal.

  
BOB CRUTSINGER  
Director of Finance and Purchasing

**A TERM AND SUPPLY CONTRACT** for the furnishing of Lenel Systems Annual Software and Hardware Maintenance Agreements and the Purchase, Installation, Programming and Connection of New Software, Hardware and Equipment for the County.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 12th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor. The parties may annually extend this Contract beyond its original term for a time, not to exceed 3 - 12 month extensions, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract. If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes  No  Initials \_\_\_\_\_, Minimum order, if applicable\$ \_\_\_\_\_.

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: \_\_\_\_\_ PHONE NO: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ FAX NO: \_\_\_\_\_  
NAME OF AUTHORIZED AGENT (print or type): \_\_\_\_\_ DATE: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_ TITLE: \_\_\_\_\_  
EMAIL ADDRESS OF AUTHORIZED AGENT: \_\_\_\_\_  
FEDERAL ID NO: \_\_\_\_\_ and/or SOCIAL SECURITY NO: \_\_\_\_\_  
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): \_\_\_ MINORITY BUSINESS ENTERPRISE (MBE): \_\_\_  
WOMAN OWNED (WBE): \_\_\_

\*\*\*\*\*  
JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF BOB CRUTSINGER: \_\_\_\_\_ DATE: \_\_\_\_\_





**JACKSON COUNTY, MISSOURI  
COMPLIANCE REVIEW FORM**

**Report Date:** \_\_\_\_\_ (All reports expire annually on December 31<sup>st</sup>)

**DIRECTIONS FOR COMPLETION:**

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1<sup>st</sup> Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3467.

Mail/Fax or Email reports to:

Tom Wyrsh  
Contract Compliance Review Director  
415 East 12<sup>th</sup> Street - 2<sup>nd</sup> Floor  
Kansas City, Missouri 64106

EMAIL: [cro@jacksongov.org](mailto:cro@jacksongov.org)

FAX: (816) 881-1223

**1. COMPANY DESCRIPTION:**

Name of Company \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Area Code \_\_\_\_\_ Telephone Number \_\_\_\_\_

Representative Name \_\_\_\_\_

**2. COMPANY STATISTICS:**

A. Total number of Employees \_\_\_\_\_

B. Total Number of Employees who are:

1. Women \_\_\_\_\_

4. Asian \_\_\_\_\_

2. Hispanic \_\_\_\_\_

5. American Indian \_\_\_\_\_

3. Black \_\_\_\_\_

6. Other \_\_\_\_\_

**YES NO N/A**

3. Has your company advertised for applicants since your report? \_\_\_\_\_  
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement

4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? \_\_\_\_\_  
**If so, please attach a detailed report of such efforts**

5. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures?  
If so, please attach a narrative of such efforts. \_\_\_\_\_

**YES      NO      N/A**

6. Has any effort been made since your last report in disseminating your policy to all your employees or in encouraging them to refer Minority or Female applicants?

If so, please attach a narrative of such efforts.

\_\_\_\_      \_\_\_\_      \_\_\_\_

7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs?

\_\_\_\_      \_\_\_\_      \_\_\_\_

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE or Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

NAME OF COMPANY \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

REPRESENTATIVE NAME \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

WEBSITE ADDRESS \_\_\_\_\_

PRODUCTS, SERVICE, AREA OF SCOPE OF WORK:

DURATION OF CONTRACT \_\_\_\_\_

AMOUNT OF CONTRACT \_\_\_\_\_

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDITIONAL MBE/WBE FIRMS WITH WHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

		YES	NO
1.	Available employment	_____	_____
2.	Visual check	_____	_____
3.	Other (specify) _____	_____	_____

This Compliance Review Form was prepared and submitted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any mis-statement of fact may subject this company to non-compliance procedures.**

**STATEMENT OF NO BID**

TO: Jackson County Purchasing Department  
Jackson County Courthouse  
415 East 12th Street, Room G1  
Kansas City, MO 64106

We, the undersigned, have declined to submit a proposal in response to the above Request for Proposal for the following reasons(s):

- Scope of Services too "tight", i.e., geared toward one brand or supplier.
- Insufficient time to respond to the proposal.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet Scope of Service requirements.
- We are unable to meet bond requirements.
- Scope of Services is not clear (explain).
- We are unable to meet insurance requirements.
- Remove us from your list for this commodity or service.
- Other (explain). \_\_\_\_\_

REMARKS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned acknowledges receipt of Addenda through and including numbers \_\_\_\_\_ and that this Proposal is submitted in accordance with information, instructions, and stipulations set forth therein.

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, and Zip

\_\_\_\_\_  
Phone

## GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Request for Proposal unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements, and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Request for Proposal. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of services before submitting proposals; failure to do so will be at the Respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Proposals:** A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the response deadline.
2. **Completeness:** All information required by the Request for Proposal must be supplied to constitute a proper proposal. Respondents shall not alter the Request for Proposal documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Request for Proposal in the form requested. The County reserves the right to reject proposals with incomplete information or which are presented in a form other than that requested in this Request for Proposals. Proposals must be submitted in Ahard copy@ form. Proposals submitted electronically, on computer diskettes, or by FAX will not be considered by the County.
3. **Proposals Binding For 90 Days:** Unless otherwise specified all proposals submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Exceptions:** Conditional or qualified proposals are subject to rejection in whole or in part. All exceptions to the scope of services for this Request for Proposal must be made in writing and attached as Exhibit F to the proposal when it is submitted by the Respondent. The County will consider minor exceptions to its requirements. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Request for Proposal (ex: comparable manufacturer or alternate proposals where allowed by the Request for Proposal). The County will not consider exceptions to its General Conditions, Forms or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the scope of services for the Request for Proposal shall prevail.
5. **Questions Regarding Scope of Services:** Any information relative to interpretation of scope of services shall be requested of the Purchasing Supervisor, in writing, in ample time before the response deadline. All questions must be received in the Office of the Purchasing Department by **5:00 PM, CDT on September 22, 2020**. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Request for Proposal which, if issued, will be posted no later than three (3) business days before the response deadline. Addendums to the Request for Proposal will be posted on the county's website @ [www.jacksongov.org](http://www.jacksongov.org). Oral answers will not be binding on the County. Each respondent shall ascertain prior to submitting his proposal that he has received all Addenda issued, and shall acknowledge the receipt of such on the form provided herein. Failure to adhere to this policy may cause your bid to be REJECTED.
6. The County reserves the right to split the award of the contract, reject any or parts of proposals, to waive technical defects in proposals, consider administrative costs and to select the proposals(s) deemed most advantageous to the County. The County shall consider proposals submitted on an "all or nothing" basis only if the proposal is clearly designated as such by the Respondent, affixing the words "ALL OR NOTHING" on the quotation portion of the Request for Proposal.
7. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

8. Communications and Notices: Any notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.

9. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceedings by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract, or cancel the contract and hold the Contractor responsible for damages.

10. Patents: Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

11. By virtue of statutory authority, the Director of Finance and Purchasing shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.

12. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

13. Tax Clearance Required: No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County. Further, no person, firm or corporation, regardless of state of residency, shall be eligible to provide any goods, contractual services, or anything covered by this chapter, of a cost in excess of \$150,000 per annum, if that person, firm or corporation is in any way delinquent on any taxes payable to any local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information".

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, and, if applicable, an inquiry to be made of the appropriate personnel of any other local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information", to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

14. The County is not responsible for articles or services furnished without a Purchase Order.

15. Inspection and Acceptance: Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the County, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the County.

16. Foreign Corporations: Firms submitting proposals as corporations which are not incorporated in the State of Missouri must include with their proposal a properly executed **Certificate of Registration for Foreign Corporation** authorizing the firm to do business in the State of Missouri.

17. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

18. Errors in Proposals: Respondent shall be bound by its proposal even though the proposal is based on an erroneous calculation, and Respondent shall have no right to withdraw its proposal after the Response Deadline on the basis of an error in calculation of its proposal. Carelessness in quoting prices, or in preparation of proposal, will not relieve the Respondent in case of errors. Erasures or changes in proposals must be initialed.

19. Omission in Proposals: Omission in the proposal of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the provision of the Request for Proposals must be in writing and not by omission.

20. No lowest/highest Respondent shall receive a business expectancy merely because his proposal is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

21. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking of carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this services hereunder. The Contractor further covenants that no person having such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

22. It shall be the responsibility of all Respondents to warrant that all goods, services, and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State, and Local Statutes, Ordinances and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statues, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinances and Codes together with any costs associated with collection of said damages.

23. Respondent certifies that all goods to be supplied to the County as a result of contracts awarded under this Request for Proposal were produced in compliance with all applicable requirements of section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

24. Fund Allocation: Continuance of any resulting contract or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

25. Qualifications of Respondents: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the respondent to perform the work and the respondent shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect respondent's physical plant prior to award to satisfy questions regarding the respondent's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by or investigations of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

26. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactorily evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.



27. As a condition for the award of any contract or grant in excess of five thousand dollars by the County to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis.

28. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021(12), sealed bids and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all bids have been rejected.

29. If awarded a Contract as a result of this Request for Proposal; you must have a hard copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department **BEFORE** providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.

30. Discussions and Negotiations: The County, in its sole discretion, may do any or all of the following:

- a) evaluate proposals and award a contract with or without discussions or negotiations with any or all Respondents;
- b) discuss and negotiate anything and everything with any Respondent or Respondents at any time;
- c) request additional information from any Respondent;
- d) request a Respondent or Respondents to submit a new Proposal;
- e) request one or more best and final offers from any or all Respondents;
- f) accept any Proposal in whole or part;
- g) require a Respondent to make modifications to their initial Proposal;
- h) make a partial award to any or all Respondents;
- i) make multiple awards to any or all Respondents;
- j) terminate this RFP and reissue an amended RFP.

31. Wage Rates: Except as provided in subparagraph A., below, this contract shall be based upon payment by the Contractor and its subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workman engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

A. Wage Law: Except as provided in this subparagraph, the contractor shall comply with all requirements of the prevailing wage law of the State of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto. Pursuant to section 290.230.5, the provisions of the prevailing wage law do not apply to the construction of public works for which either the engineer's estimate or the bid accepted by the county for the total project cost is in the amount of \$75,000 or less. The "total project cost" is based upon the entire project and not individual jobs within a larger project. The "total project cost" includes the total value of work performed on the project by every person paid by a contractor or subcontractor for that person's work on the project and additionally includes all materials and supplies purchased for the project. The provisions of this paragraph 33 do not apply to any contract that is excluded from the applicability of the Missouri prevailing wage law pursuant to section 290.230.5, RSMo.

B. Penalty: The Contractor shall forfeit as a penalty to the County, Ten Dollars (\$10.00) for each workman employed, for each calendar day, or portion thereof, that such workman is paid less than the said stipulated rate for any work done under this contract by the Contractor or by any of its subcontractors.

C. Withholding Payment: Under Section 290.250 of said law, the County has a duty to withhold and retain from payment, which is due to the Contractor under this contract all sums and amounts due and owing as a result of any violation of said laws.

D. Required Records: The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all workmen employed, together with the actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by the representatives of the Industrial Commission of Missouri and the County.

E. No Adjustment For Changes In Rates: During the life of this contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due to the Contractor by reason of any such change.

F. Exceeding Rates And Hours: The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any workman in a particular period of time.

G. Required Affidavit: No final payment for work under this contract will be made by the County until it has received from each Contractor and subcontractor an affidavit stating that each has fully complied with the provisions and the requirements of said law.

H. Prevailing Wages: The current prevailing wage rate determination made by the Industrial Commission of Missouri and applicable during the term of this contract is reproduced verbatim herein.

I. Posting: Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri, shall be displayed in a conspicuous place on the project under a heading of NOTICE, with the heading in letters at least one inch high.

J. Contract Work Hours and Safety Standards Act (42 U.S.C. Sect. 329): The Contractor is required to comply with Section 103 of the above Act.

K. Certified Payroll Records: An original copy of certified payroll records shall be mailed weekly to the Project Supervisor. A copy of certified Payroll records indicating applicable invoice number(s) shall also be mailed to Thomas Wyrsh, Compliance Review Officer, 415 East 12<sup>th</sup> Street, 2<sup>nd</sup> Floor, Kansas City, Missouri 64106.

Payroll Records must meet the following minimum requirements:

Workers must be classified according to the State's Occupational Title Rule. Workers listed as Journey Worker for Local Union XX is not acceptable. The specific classification must be named.

The specific Group must be named. It is impossible to compare wage rates paid to the proper prevailing wage rate if the Group is not listed.

For all apprentices on each payroll, the apprentice letter must be attached confirming registration in the program, level in the program (i.e. 3<sup>rd</sup> Level, or 3<sup>rd</sup> 6-Month Period) and the percentage of the base wage rate the apprentice is to be paid. If the same apprentice is used more than one week, only one letter for each apprentice needs to be submitted the first time the apprentice is shown on the payroll. Contractors are welcome to submit one letter listing all apprentices that have been or will be used on a project.

The proper ratio of apprentices to journey workers must be followed. Any apprentice working out of ratio or without a journey worker present must be paid journey worker's level wages.

Fringe benefits must be indicated whether paid in cash or to a fund by checking the box on the certificate page of the payroll form. If fringe benefit contributions are not indicated by an hourly rate on the certificate payroll form, please submit a one-time letter with the next applicable payroll indicating the hourly breakdown of contributions made and to where.

## **1.0 INTRODUCTION**

- 1.1 Jackson County, Missouri is seeking proposals from qualified Respondents for a Term and Supply Contract for the furnishing of Lenel Systems Annual Software and Hardware Maintenance Agreements located in multiple locations in the County, and the Purchase, Installation, Programming and Connection of New Software, Hardware and Equipment to our existing Lenel System.
- 1.2 Estimated Annual Award: Although exact usage cannot be determined, the County did spend in excess of \$200,000.00 in 2019. Actual usage may exceed or be less than the estimate.
- 1.3 Term: Twelve Month Term and Supply Contract with Three Twelve Month Option to Extend.

## **2.0 AWARD REQUIREMENTS**

- 2.1 Compliance with Prevailing Rate of Wages for Workmen is required on this Contract pursuant to Section 290.262 RSMo 1994, the Division of Labor Standards, State of Missouri. The County's Annual Wage Order from the State of Missouri is included as part of this Request for Proposal. These rates are updated periodically, current rates will apply. Successful Respondent may request increase in Hourly Wage Rate quoted during the term of this Contract only when the increase is equal to or less than the increase in the State of Missouri's Prevailing Hourly Rate of Wages for Workmen in that occupational title category. However, hourly rate increases will take effect only when the Successful Respondent has provided evidence in writing of such increases to the reasonable satisfaction of the County's Purchasing Administrator and the Purchasing Administrator has indicated approval of such increase in writing. Missouri Wage Rates apply on all projects over \$75,000.00.
- 2.2 Certificate of Insurance: The Successful Respondent will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Exhibit A included herein within ten (10) business days after receiving Notification of Award. The Certificate of Insurance must be received by the County prior to the commencement of any work on this Contract.
- 2.3 Licenses: The Successful Respondent must provide upon written request evidence of current required Federal, State and Local Occupational Licenses.
- 2.4 W-9 Form: The Successful Respondent must provide a completed IRS W-9 Form for this Contract.

2.5 Security Requirements of the Department of Corrections:

- 2.5.1 All personnel entering the Department of Corrections and Regional Correctional Center will have to pass a background check, prior to employees working at the Department of Corrections.
  - 2.5.2 The Successful Respondent will have to provide Employee Name (First/Last/Middle Initial), Race, Date of Birth and Social Security Number to the Department of Corrections for the background check.
  - 2.5.3 Successful Respondent's personnel are required to log-in and log-out on the Visitor's Log.
  - 2.5.4 Successful Respondent's personnel MUST have a legal identification card with their picture on it with them at all times.
  - 2.5.5 Successful Respondent's personnel will be issued a Visitor's Pass by the Department of Corrections. The Visitor's Pass must be worn and be visible while personnel are working in the Department of Corrections.
  - 2.5.6 Successful Respondent's personnel are subject to search by an Officer if there is good cause, as determined by that officer, to do so. Tools, carts and equipment may also be searched
  - 2.5.7 Successful Respondent's personnel are not allowed to pass any item from one inmate to another or take anything out of the facility for an inmate.
  - 2.5.8 Successful Respondent's personnel must confine their activities to those areas designated to perform their services.
  - 2.5.9 Successful Respondent's personnel with outstanding warrants will be denied access to the facility and are subject to arrest.
- 2.6 Exempt Entity: Jackson County, Missouri is an exempt entity under Section 144.062, Revised Statutes of Missouri. Upon the request of the Successful Respondent, Jackson County will issue project specific Missouri Sales Tax Exemption Certificates to the Successful Respondent and their named subcontractors.
- 2.7 Successful Respondent must be Lenel Certified and must be able to sell, maintain, repair, install, program and connect the hardware and software for Jackson County's Lenel System.
- 2.8 Successful Respondent shall be certified to work on all equipment listed in Attachment A. The County will consider certifications from Respondents on similar equipment.
- 2.9 Successful Respondent must have a Response Time of 4 hours on emergency service calls and next business day on non-emergency calls.
- 2.10 No smoking in County Buildings: Successful Respondent's personnel must observe the No Smoking policy in County buildings.

- 2.11 All work performed on any resulting Contract shall be performed in the Greater Kansas City Metropolitan Area. If your company is not located in the Greater Kansas City Metropolitan Area, documentation MUST be submitted with your proposal detailing how you intend to perform the work detailed herein. Jackson County, Missouri reserves the right to reject any documented performance plan that it finds unacceptable.
- 2.12 Compliance with Chapter 6 of the Jackson County Code for Minority and Women Business Enterprise utilization will be required on any resulting Contract if goals are assigned by the Compliance Review Office.

### **3.0 SCOPE OF SERVICES**

- 3.1 Annual Software and Hardware Maintenance Agreements shall include the following:
  - 3.1.1 Any upgrade to the software as it becomes available, including the labor to perform any upgrade;
  - 3.1.2 One Preventative Maintenance visit to each site listed in Attachment A annually;
  - 3.1.3 Key parts inventory must be maintained by Successful Respondent to facilitate 4-hour Response Time on emergency calls.
- 3.2 Purchase, installation, programming and connection on new Software, Hardware and Equipment as needed:
  - 3.2.1 Purchases shall consist of, but not limited to the following: security IP cameras, access panels including controllers, reader interfaces, input modules, output modules, door switches, alarm switches, wire, cable, and other security devices connected to our Lenel Security System.
  - 3.2.2 Purchase of this new Software, Hardware and Equipment will be on a cost-plus markup percentage or discount on manufacturer's current price lists.
  - 3.2.3 The Hourly Labor Rate will apply to the installation, programming of any software and/or connection of equipment.
  - 3.2.4 All wire and cable required will be furnished by the Successful Respondent and included in the pricing for the new equipment and software.
  - 3.2.5 All equipment purchased will be covered by a one-year warranty either by the manufacturer or the Successful Respondent.
  - 3.2.6 All hardware, software and equipment provided/quoted must be compatible with the Lenel System currently in use by the County. Jackson County, Missouri reserves the right to determine which equipment will be compatible with its existing system.
- 3.3 Addition of new equipment and/or software to Maintenance Agreement. The County reserves the right to add new equipment and/or software to the Maintenance Agreement after the warranty has expired on that equipment and/or software. Successful Respondent will provide a quote on the maintenance when requested by the County.

- 3.4 Jackson County, Missouri reserves the right to obtain outside quotes if deemed necessary by the County.
- 3.5 List of all current equipment and software is included in this Request for Proposal as Attachment A, Pages 31 through 45 hereof.
- 3.6 Miscellaneous:
  - 3.6.1 Regular Hours are defined as Monday through Friday, 8 AM to 5 PM; Overtime Hours would be all other hours outside that time frame.
  - 3.6.2 Delivery of all hardware, software and equipment will be FOB Destination, Inside Delivery Only.
  - 3.6.3 Hourly Rate Charges: Hourly charges when applicable, are to begin when the Successful Respondent's personnel arrive at the Jackson County job site and reports to the Department Head or their designee, whichever is requested. The Successful Respondent's personnel shall not commence any work until they have notified the proper Jackson County personnel of their arrival. Hourly Rates shall apply to the installation, programming and connections of new equipment and software as well as to repair calls that are not covered by Maintenance Agreements.
  - 3.6.4 Travel Time: The Successful Respondent will not be allowed travel time; please consider this when you calculate your hourly rate. The amount you feel is necessary to cover travel time should be built into your hourly rate.
  - 3.6.5 Briefings or Meetings with County Personnel: The Successful Respondent will not be allowed to charge for Briefings or Meetings with County personnel, as these meetings are to the benefit of both parties.
  - 3.6.6 The County will not pay extra for the following: food, lodging or mileage to and from the job site.
  - 3.6.7 Purchase Orders: Maintenance Agreements, Repair Calls and any new purchases of hardware, software or equipment will be ordered against a Purchase Order issued by the Jackson County, Missouri Purchasing Department. If awarded a Contract as a result of this Request for Proposal, you must have a hard copy of a Purchase Order BEFORE providing any services or equipment. Failure to adhere to this policy will result in the immediate termination of said contract.
  - 3.6.8 Quotes: Successful Respondent shall submit a quote for all Repair Calls and any new purchases of hardware, software or equipment. A copy of this quote will accompany each Purchase Order.
  - 3.6.9 Fuel Surcharge: No Fuel Surcharges will be allowed during the term of any resulting Contract or any of its extensions.

#### **4.0 REQUIRED SUBMITTALS**

- 4.1 Lenel Systems Certification
- 4.2 All other certifications on the equipment listed in Attachment A
- 4.3 List of Respondent's Facility, Equipment and Personnel designated to perform the services detailed herein
- 4.4 Policy for "normal wear and tear" of equipment covered under any resulting Contract
- 4.5 If your company is not located in the Greater Kansas City Metropolitan Area, a suggested Performance Plan for the work detailed herein
- 4.6 Contractor Utilization Plan, Pages 22 through 26 hereof must be filled out, signed and submitted with your bid.
- 4.7 All forms included in this Request for Proposal
- 4.8 The Quotation Sheet, Page 18 herein
- 4.9 Failure to include any of these Required Submittals will result in the REJECTION of your proposal.

#### **5.0 EVALUATION PROCESS**

- 5.1 All proposals received that are responsive to the General Conditions, Scope of Services and other provisions of this Request for Proposal will be evaluated.
- 5.2 An Evaluation Committee made up of Jackson County, Missouri personnel will evaluate proposals and make recommendations.
- 5.3 Jackson County, Missouri shall be the sole judge of proposals submitted and its decision shall be final.

#### **6.0 QUESTIONS**

- 6.1 All questions regarding this Request for Proposals shall be in writing and emailed as described under General Conditions, Item No. 5 to Barbara Casamento at [bcasamento@jacksongov.org](mailto:bcasamento@jacksongov.org) by 5:00 PM, CDT on September 22, 2020.

- 6.2 All questions will be answered in the form of Addenda and posted on the County’s website.
- 6.3 Respondent’s and their agents (including subcontractors, employees, consultants or anyone else acting on their behalf) must follow this procedure. Respondent’s or their agents may not contact any other County personnel regarding matters covered by this Request for Proposal during the solicitation and evaluation process. Inappropriate contacts are grounds for REJECTION of the Respondent’s proposal.

**7.0 QUOTATION**

7.1 Firm quotes on Maintenance and Hourly Rates

No	Description	Pricing
7.1.1	Annual Lenel Software Maintenance and Support Renewal	\$
7.1.2	Annual Existing Hardware Maintenance	\$
7.1.3	Hourly Rate, Regular Hours, Repairs, Installation, Programming and Connections – Projects over \$75,000	\$
7.1.4	Hourly Rate, Overtime Hours, Repairs, Installation, Programming and Connections – Projects over \$75,000	\$
7.1.5	Hourly Rate, Regular Hours, Repairs, Installation, Programming and Connections – Projects under \$75,000	\$
7.1.6	Hourly Rate, Overtime Hours, Repairs, Installation, Programming and Connections – Projects under \$75,000	\$

7.2 Discounts on New Equipment parts and purchases

- 7.2.1 Manufacturer’s and Discounts should cover all equipment listed on Attachment A.
- 7.2.2 Use separate pages to list Manufacturers provided and the discounts offered when purchasing new equipment or parts. You may also reference manufacturer’s websites and provide discounts.
- 7.2.3 Discounts must remain firm through-out any resulting Contract and its extensions.

7.3 Additional Services: Respondent’s may list and quote other services that may be advantageous to the County on separate pages. The County reserves the right to determine which additional services it will need or accept.



<b>Respondent's Name</b>	
<b>Respondent's Address</b>	
<b>Authorized Representative</b>	
<b>Title</b>	
<b>Signature</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	
<b>Cell Number</b>	
<b>Email Address</b>	
<b>Web Address</b>	

## EXHIBIT A, INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on an "occurrence" basis unless an agreement, in writing, is made with Jackson County.

### 1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

### 2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non-owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

### 3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

### 4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

### 5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements have been satisfied. Should any of the required insurances be cancelled before the expiration date, a notice shall be filed with the County's Director of Finance and Purchasing in accordance with policy provisions. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Finance and Purchasing may request copies of the Contractor's insurance policies for verification of coverage(s).

### 6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

### 7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days' notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

### EXHIBIT F

RESPONDENT'S EXCEPTIONS  
TO  
SCOPE OF SERVICES  
OF  
JACKSON COUNTY, MISSOURI REQUEST FOR PROPOSAL NO. 42-20

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Request for Proposal. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the Scope of Services for Request for Proposal No. 42-20 are requested by the undersigned Respondent:  
(Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED

Name of Firm: \_\_\_\_\_  
Signature of Respondent: \_\_\_\_\_

JACKSON COUNTY, MISSOURI  
CONTRACTOR UTILIZATION PLAN

Request for Proposal Number: 42-20  
Request for Proposal Title: Lenel Security Systems  
Contracting Department: County Wide  
Bidder: \_\_\_\_\_

I, \_\_\_\_\_, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above Request for Proposal and the MBE/WBE/VBE Program and is given on behalf of the Bidder listed above. It sets out the Bidder's plan to utilize MBE, WBE and/or VBE prime and subcontractors on the Bid.
2. The bid goals set by Jackson County, Missouri are: 0 % MBE 0 % WBE and 0 % VBE . Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

Bidder Participation: \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE \_\_\_\_\_ % VBE

Total MBE Contract Value: \$ \_\_\_\_\_

Total WBE Contract Value: \$ \_\_\_\_\_

Total VBE Contract Value: \$ \_\_\_\_\_

Total DBE Contract Value: \$ \_\_\_\_\_  
(if applicable)

Total Contract Value: \$ \_\_\_\_\_

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above named bid. Bidder maintains that it either has a formal contract or a conditional contract contingent upon approval of Jackson County's acceptance of bid with the named firms below. If there are no DBE goals on the bid, all intended utilization must come from MBE, WBE or VBE firms. If Bidder is a certified MBE, WBE or VBE, please list itself in the appropriate area.

No.	Description	Bidder Response:
a.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized	
	Contract Value:	
b.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
c.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
d.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
e.	MBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
f.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	

g.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
h.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
i.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
j.	WBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
k.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
l.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	Scopes of Work Utilized:	

	Contract Value:	
m.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
n.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	
o.	VBE Firm/DBA (if applicable):	
	Certifying Agency and Expiration Date:	
	Address (include County):	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Scopes of Work Utilized:	
	Contract Value:	

Bidder acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder participation. Bidder further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the approved participation.

If Bidder has not achieved the MBE/WBE/VBE goal(s) set forth for this Proposal, Bidder hereby requests a waiver or modification of the MBE, WBE and/or VBE goal(s) that the Bidder has failed to achieve. Bidder has attached to this Contractor Utilization Plan documentation of its Good Faith Efforts to achieve the MBE/WBE/VBE Contract Goals, including a narrative summary detailing these efforts and the reasons these efforts were unsuccessful. Examples of Good Faith Efforts may be found in section 645. of the Jackson County Code, available at the following link: <http://www.jacksongov.org/DocumentCenter/Home/view/304>.”

I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder named below and who shall abide by the terms set forth herein:

Bidder Primary Contact: \_\_\_\_\_

Title: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(Attach corporate seal if applicable)

For questions on this form please contact:

Tom Wyrsh  
Director of Compliance Review Office  
816-881-3302  
twyrsh@jacksongov.org



# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 27

Section 048  
**JACKSON COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by  
Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2020**

Last Date Objections May Be Filed: **April 9, 2020**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
JACKSON County

REPLACEMENT PAGE

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$63.92
Boilermaker	*\$33.53
<b>Bricklayer</b>	<b>\$56.71</b>
<b>Carpenter</b>	<b>\$57.23</b>
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
<b>Cement Mason</b>	<b>\$51.50</b>
Plasterer	
Communications Technician	\$57.83
<b>Electrician (Inside Wireman)</b>	<b>\$63.56</b>
<b>Electrician Outside Lineman</b>	<b>\$65.49</b>
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$33.53
Glazier	\$54.70
<b>Ironworker</b>	<b>\$63.98</b>
<b>Laborer</b>	<b>\$45.82</b>
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
<b>Mason</b>	<b>\$51.48</b>
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
<b>Operating Engineer</b>	<b>\$57.14</b>
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$49.72
Plumber	\$69.71
Pipe Fitter	
<b>Roofer</b>	<b>\$53.67</b>
<b>Sheet Metal Worker</b>	<b>\$67.20</b>
Sprinkler Fitter	\$59.86
<b>Truck Driver</b>	<b>\$49.82</b>
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title  
Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title

Heavy Construction Rates for  
JACKSON County

REPLACEMENT PAGE

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
<b>Carpenter</b>	<b>\$65.11</b>
Millwright	
Pile Driver	
<b>Electrician (Outside Lineman)</b>	<b>\$65.49</b>
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
<b>Laborer</b>	<b>\$48.45</b>
General Laborer	
Skilled Laborer	
<b>Operating Engineer</b>	<b>\$63.12</b>
Group I	
Group II	
Group III	
Group IV	
<b>Truck Driver</b>	<b>\$46.50</b>
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

## OVERTIME and HOLIDAYS

### OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

### HOLIDAYS

January First;  
The last Monday in May;  
July Fourth;  
The first Monday in September;  
November Eleventh;  
The fourth Thursday in November; and  
December Twenty-Fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Equipment to be covered

**Lenel Software Annual SSA: Dongle #86626, Flex Net License , SUSP- PRO- Tier 2 257-512 Readers 318 Video Channels**

Equipment List Provided by Jackson County (Attached list from original RFP)

Device or Equipment	Difference of Qty.
Badge Printers	1
Card Readers	27
Electric Strikes	22
Magnetic Locks	53
Request for Exit PIR	39
Schlage PIM Wireless Reader	2
Door Position Switches	120
Request For Exit Buttons	60
Batteries	15

Courthouse Card Reader Adds to Replace Keypad Entry Doors (Downtown) 1M, Floor 2, 7M, 10<sup>th</sup> Floor, 11<sup>th</sup> Floor

QTY	MATERIAL DESC.	Part Number
2	Single Door Controller	LNL-1300
2	Dual Door Controller	LNL-1320
1	Intelligent Controller/Dual Reader Board	LNL-2220
10	Card Reader	5365-EGPOO
10	Door Contact	1078G-W
10	Request for Exit	DS160
3	Board Power	OLS120
5	Magnetic Locks	M32F
5	Z Bracket	ZA32/62CL
5	Emergency Exit Button	EEB2
1	Lock Power Supply	AL 00ULACM8

Downtown Courthouse, Collections Dept.

QTY	MATERIAL DESC.	Part Number
1	NVR Recorder w/9TB	DVC-LP-A-A00-03-3T
11	AXIS M3014 IP Cameras	M3014
2	AXIS P3301 Dome Camera	P3301
1	AXIS P3364 Dome Camera	P3346

1305 Locust – Access Door Addition

QTY	MATERIAL DESC.	Part Number
1	Intelligent Controller/Dual Reader Board	LNL-2220
1	Card Reader	5365-EGPOO
1	Door Contact	1078G-W
1	Board Power	OLS120
1	Electrified Lock w/REX	4300-30-201-313
1	Paddle	4591-MA-02-01-313
1	Lock Power Supply	AL400ULACM8

## Equipment to be covered

## Access Control and Aiphone Add – 4M

QTY	MATERIAL DESC.	Part Number
1	Card Reader	5365-EGPOO
1	Door Contact	1078G-W
10	Request for Exit	DS160
1	Electrified Latch	UNL-24
1	Video Door Station	JAS-2MCD
2	Master Desk Stations	JA-2HCD
1	Door Release Relay	RY-PL

## Truman Courthouse Security Project

QTY	MATERIAL DESC.	Part Number
2	Access Control Power Supplies	MAXIMAL33E
2	Power Dist Modules	PD16W
4	Access Controller Module	ACM8
1	Intelligent Controller/Dual Reader Board	LNL-2220
13	Dual Reader Boards	LNL-1320
31	Card Reader	5365-EGPOO
31	Door Contact	1078G-W
31	Request for Exit	DS160
26	Magnetic Locks	M32F
26	Emergency Exit Button	EEB2
3	Electrified Crash Bars	
2	Electric Strikes	
1	Wireless Interface for Readers	PIM400-485
2	Network Video Recorders	DNF3000R – DNF300R1
26	AXIS P3304 Interior Cameras	P3304
10	AXIS P3346-VE Exterior Cameras	P3346-VE
1	Alarm Panel	D7212GV4
1	Panel Power Supply	SMP3ET
1	16 Zone Relay	EN4216MR
6	Wall Mount Motion Detectors	EN1260
2	360 Ceiling Mount Motions	EN1265
1	Voice Dialer	AVD-45C

## Public Works Access Control/Camera Addition

QTY	MATERIAL DESC.	Part Number
1	Intelligent Controller/Dual Reader Board	LNL-2220
1	Lock Power Supply	AL4000ULACM8
2	Card Reader	5365-EGPOO
2	Door Contact	1078G-W
1	Electrified Lock w/REX	4300-30-201-313
1	Paddle	4591-MA-02-01-313
1	Magnetic Lock	M32
1	Emergency Exit Button	EEB2
1	Request for Exit Motion	DS160
1	AXIS P3346-VE Exterior Dome	P3346-VE

## Equipment to be covered

## Legislative Access Control Door -Independence

QTY	MATERIAL DESC.	Part Number
1	Intelligent Controller/Dual Reader Board	LNL-2220
1	Lock Power Supply	OLS75
1	Card Reader	5365-EGPOO
1	Door Contact	1078G-W
1	Electrified Lock w/REX	4300-30-201-313
1	Paddle	4591-MA-02-01-313

## Parking Garage Access Control – CCTV Project

QTY	MATERIAL DESC.	Part Number
2	Access Power Supplies	OLS120
1	Intelligent Controller/Dual Reader Board	LNL-2220
2	Single Reader Boards	LNL-1300
4	Card Reader w/ Keypads	5365-EGKPOO
2	Door Contact	1078G-W
1	Request for Exit	DS160
2	Magnetic Locks	M32F
1	Emergency Exit Button	EEB2
1	Network Video Recorders	DNF-FAL4013000R
1	UPS Rack mount	PRO1000RT
5	AXIS P3346-VE Exterior Cameras	P3346-VE

## Computer Services Data Center Cage Access Control

QTY	MATERIAL DESC.	Part Number
	<b>Data Center Cage Lenel Panel</b>	
1	Dual Reader Board	LNL-1320
	<b>Gate Reader Devices</b>	
2	Card Readers	5355AGN00
2	Request for Exit Devices	DS150i
2	Door Position Switches w/Door Cord	2505-AL
	<b>Front Door</b>	
1	Dual Reader Board	LNL-1320
1	Card Readers	5355AGN00

## Tech Center Access Control

QTY	MATERIAL DESC.	Part Number
1	Intelligent Controller/Dual Reader Board	LNL-2220
1	Dual Reader Board	LNL-1320
1	Lock Power Supply	AL4000ULACM8
4	Card Reader	5365-EGPOO
5	Door Contact	1078G-W
3	Electrified Lock w/REX	4300-30-201-313
3	Paddle	4591-MA-02-01-313
1	Electric Strike	6211WF

## Equipment to be covered

## Third Floor Room 304

1	Card Reader Prox	5455-BGN00
1	Door Position Switch	1078C-W
1	rex pir	d150i
1	Magnetic lock	M32F
1	Z-Bracket	ZA-32/62CL
1	Emergency Request for Exit Button	EEB2

## Circuit Court HR Double Door Entry

1	Aiphone Door Station w/ PROX Reader	JF-DVF-HID
1	Surface Mount Box for Door Station	SBX-DVF-P
1	Door Cord	TSBC
1	rex pir	d150i
2	Magnetic lock w/ Door Position Switch	M32FD
2	Z-Bracket	ZA-32/62CL
1	Emerg Request for Exit Button	EEB2
1	Single Door Controller	LNL-1300

## 1315 Circuit Court Judges Chambers Aiphone Entry

**Judges Chamber 211**

1	Interior Video Door Station	KBDAR
1	New Master Station	KB3MRD
2	New Sub-Master Stations	KB3HRD
2	New Master Power Supply	PS2420UL
1	Door Release Relay	RY24L
1	Desk Stand	MCW-S/A
1	Aiphone Cabling	25221B

**Judges Chamber 212**

1	Interior Video Door Station	KBDAR
1	New Master Station	KB3MRD
2	New Sub-Master Stations	KB3HRD
2	New Master Power Supply	PS2420UL
1	Door Release Relay	RY24L
1	Desk Stand	MCW-S/A
1	Aiphone Cabling	25221B



## Equipment to be covered

## Jackson County Records Department

- |   |                                                                                                                                                                                                                                             |                    |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 4 | AXIS P3343 Dome Camera H.264                                                                                                                                                                                                                | 0307-031           |
| 4 | POE Injectors                                                                                                                                                                                                                               | 2511               |
|   | 2U Standard Chassis (DVC-ST) with one 2TB data drives; one 16 channel video capture card, LNVR software, and Windows 7 64bit operating system only. Camera channel licenses not included. Requires OnGuard version 6.1.222 with Hot Fix 2.0 | DVC-ST-A-A16-01-2T |
| 1 | AND LNVR 6.223 with Hot Fix 1.0 or later.                                                                                                                                                                                                   |                    |

**Access Control**

- |   |                       |          |
|---|-----------------------|----------|
| 1 | Lenel Board           | LNL-2210 |
| 1 | Enclosure             | LNL-CTX  |
| 1 | SMP# 12V power Supply | SMP3PM   |
| 1 | REX Device            | DS160    |
| 1 | Door Contact          | 1078G    |

**Intrusion**

- |   |              |         |
|---|--------------|---------|
| 1 | Voice Dialer | ACD-45C |
|---|--------------|---------|

## Jackson County Prosecutors Office Access Control

**Panels and Boards**

- |   |                   |             |
|---|-------------------|-------------|
| 1 | Lenel Enclosure   | LNL-CTX     |
| 1 | Lock Power Supply | AL400ULACM8 |
| 2 | Dual Reader Board | LNL-1320    |

**Front West Entry into Office off Lobby**

- |   |                            |            |
|---|----------------------------|------------|
| 1 | Reader                     | 5455-BGN00 |
| 1 | Hook up to Existing Strike |            |
| 1 | Door Contact               | 1078G-W    |
| 1 | REX                        | DS150i     |

**Front East Entry into Office off Lobby**

- |   |                            |            |
|---|----------------------------|------------|
| 1 | Reader                     | 5455-BGN00 |
| 1 | Hook up to Existing Strike |            |
| 1 | Door Contact               | 1078G-W    |
| 1 | REX                        | DS150i     |

**South Stairwell Entry**

- |   |        |            |
|---|--------|------------|
| 1 | Reader | 5455-BGN00 |
| 1 | REX    | DS150i     |

- |   |                              |                        |
|---|------------------------------|------------------------|
| 1 | Electrified Lever Set w/ REX | C1520C-AE-1-ND80-24VAC |
| 1 | Door Cord                    | TSBC                   |
| 1 | Door Contact                 | 2505-AL                |

**West Exterior Entry**

- |   |                  |                |
|---|------------------|----------------|
| 1 | Reader           | 5365-EGP00     |
| 1 | Electrified Lock | 6211 24V US32D |
| 1 | REX              | DS150i         |
| 1 | Door Contact     | 1078G-W        |

Equipment to be covered

Jackson County Prosecutors Office IP Video

**Interior Cameras**

2	Fixed Interior 2.6-8MM P3354	0465-001
1	Fixed Interior WDR Light finder 3-9MM P3384	0511-001
1	CAT5 Camera Cabling	
3	Lenel IP Channel License	SW-DV-1

**Exterior Cameras**

2	Fixed Exterior WDR 3MP Dome	0371-001
2	Dome Pendant Cap	5502-351
2	Dome Wall Bracket	5017-611
1	CAT5 Camera Cabling	
2	Lenel IP Channel License	SW-DV-1

**NVR**

1	2U DNF Server w/3TB with Lenel Video Loaded	FAL20c2000r
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Jackson County Alarm Receivers

QTY	MATERIAL DESC.	Part Number
2	Conettix Communications Receiver/Gateway	D6100

Jackson County Legislative Door - Independence

**Access Control**

1	Lenel Single Door POE Controller	LNL-2210
1	Enclosure	LNL-CTX
1	SMP# 12V power Supply	SMP3PM
1	Door Contact	1078G
1	Electrified Lock w/Integrated REX	4300-30-201-313
1	Paddle	4591-MA-02-01-313

10<sup>th</sup> Floor Combat Door Entry Access Control

**10th Floor**

1	Card Reader	5365-PGE00
1	Door Contact	1078G-W
1	Request for Exit	DS-150i
1	Single Door Controller	LNL-1300

1305 Data Room Access Control Adds

**Panel Equipment**

1	Dual Reader Board	LNL-1320
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**Double Door Data Center Entry**

1	Card Readers	5355AGN00
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## Equipment to be covered

1	Request for Exit Devices	DS150i
2	Door Position Switch	1078G-W
<b>Rear Entry to Data Center</b>		
1	Card Readers	5355AGN00
1	Request for Exit Devices	DS150i
1	Door Position Switch	1078G-W

## 1315 Garage Entry Access Control

QTY	MATERIAL DESC.	Part Number
1	Reader	5535BGN00
1	Door Contact	2505AI
1	REX	DS 150i
1	Delayed Egress Magnetic Lock	DET10090-612-EE-ER-36

## 1305 Corrections Elevator Reader – Population Control

QTY	MATERIAL DESC.	Part Number
<b>Elevator Call Reader</b>		
1	Intelligent Dual Reader	LNL-2220
1	Lenel Enclosure	LNL--CTX
1	Card Reader Prox	5535BGN00
1	Power Supply	OLS120

## Jackson County Sheriff's Office

QTY	MATERIAL DESC.	Part Number
<b>Access Control Panels</b>		
1	Lenel Enclosure	LNL-CTX-6
1	Access Control/Lock PS	Maximal33D
1	Distribution Output Board	PD16
1	Intelligent Controller w/ Dual Reader	LNL-2220
4	Dual Reader Board	LNL-1320
4	Batteries	NP7-12
<b>Access Door Devices</b>		
11	Card Readers	5355AGN00
10	Request for Exit	DS150i
13	Door Contacts	1078C-G
10	<b>Electric Locks</b>	<b>CUST Supplied</b>
1	Door Release	HUB2
1	Emergency Exit Button	EEB2
<b>CCTV Cameras</b>		
1	2U DNF Server with Lenel Video Loaded	DNF-FAL4013000R
5	Q-6035-E IP PTZ Camera	0445-004
4	AXIS T94A01D Pendant Kit	5502-431
4	Corner Mount	5017-641
1	Pole Mount	5017-671
1	AXIS P3346-VE WDR D/N	0371-001

## Equipment to be covered

2	Interior 1MP Ceiling Mt Dome	0465-001
8	Lenel IP Licenses	SW-CH-1
<b>Walkthrough Gate</b>		
1	Card Readers	5355AGN00
1	Gate Contact	2505-AL
1	Gate Contact Fence Bracket	1941
Adds		
1	Master Intercom Station w/ Door Release	LEM-1DL
1	Stainless Steel Intercom Door Station	LE-DA
1	Door Release Relay	RY-18L

**Eastern Jackson County Courthouse**

2	Exterior PTZ 1080P Day/Night 18X Zoom	0671-001
2	Corner Bracket for PTZ	0517-641
2	Pipe/Wall with Cap for PTZ	5504-621
2	Lenel IP Camera License	SW-LNVR-CH1

**Exterior Fixed Camera w/Lenel License**

1	Exterior Fixed TruVision Camera w/Lenel License 1.3MP	LVB01-TVD-3103
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**Interior Cameras**

36	Truvision IP Mini Dome 1.3MP D/N 2-8-10MM Lens DWDR POE	TVD-3105
36	Lenel IP Camera License	SW-LNVR-CH1

**Recording Server**

1	NVR for Interior/exterior cameras w/ 28TB	FAL1200hz4000R
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**Medical Examiner's Office**

1	Lenel Enclosure	LNL-CTX-6
<b>Relocate Existing Lenel Boards/Controller and Re-install in New Enclosure</b>		
1	Access Control/Lock PS	TEDSYS Maximal33D
1	Distribution Output Board	PD16
1	Dual Reader Boards/Intelligent Controller	LNL-2220
4	Dual Reader Boards	LNL-1320

**(Cust) Door Devices**

1	Removal of Devices from Old Location	TEDSYS
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Equipment to be covered

**Customer Devices From Old Location**

3	Card Readers	<b>Cust Supplied</b>
3	Electric Locks	<b>Cust Supplied</b>
3	Request For Exit Devices	<b>Cust Supplied</b>

**New Devices**

5	Prox Card Readers	5355AGN00
8	Request For Exit Devices w/Sounder	DS160
6	Surface Mount Door Contacts	2505-AL
5	Flush Mount Door Contacts	1078G-W
9	Magnetic lock/Face Mount	M32F
3	Z-Bracket	ZA-32/62CL
9	Emergency Exit Button	EEB2
1.5	Access Control Comp cable	AC251822B

**Intercom Platform**

1	<b>Removal of Devices from old Location</b>	<b>TEDSYS</b>
3	Install Door Stations	<b>Cust Supplied</b>
3	Install Desk Location Master Station	<b>Cust Supplied</b>
1	Intercom/Aiphone Cabling	2C22GAWG

**Evidence Room CR**

1	Prox Card Readers	5355AGN00
1	Request For Exit Devices	DS160
1	Surface Mount Door Contacts	1078C-B
1	Electric Strike HES	1006 12/24D 630
0.3	Access Control Comp cable	AC251822B

Camera Adds Floor 7M

1	AXIS Ceiling Mount Dome M3045V 2MP	0804-001
1	Lenel IP Camera License	SW-LNVR-CH1

**Additional Cameras/Replacements**

2	AXIS Ceiling Mount Dome M3045V 2MP	0804-001
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Circuit Court IP Video Adds - EJCCH

**Generator Camera**

1	P1435/1080P/BUL/IR/WDR/IP66 Exterior	0777-001
1	Lenel IP Camera License	SW-LNVR-CH1

**2nd Floor Addition - Division 42**

## Equipment to be covered

- |   |                                    |             |
|---|------------------------------------|-------------|
| 1 | AXIS Ceiling Mount Dome M3045V 2MP | 0804-001    |
| 1 | Lenel IP Camera License            | SW-LNVR-CH1 |

**Civil Records Add/Relocate**

- |   |                                    |             |
|---|------------------------------------|-------------|
| 2 | AXIS Ceiling Mount Dome M3045V 2MP | 0804-001    |
| 2 | Lenel IP Camera License            | SW-LNVR-CH1 |

## EJCCH- Analog to IP Camera Replacement

**South Entry Exterior PTZ**

- |   |                                    |                |
|---|------------------------------------|----------------|
| 1 | IP PTZ Camera Exterior             | 0772-001       |
| 1 | Pendant Kit for PTZ Dome           | 5502-431       |
| 1 | Ethernet over Coax w/ POE for PTZ  | NV-LNK-02      |
| 1 | Lenel Analog to IP Channel License | SW-DVR2NVR-CH1 |

**Security Entry Interior PTZ**

- |   |                                        |                |
|---|----------------------------------------|----------------|
| 1 | AXIS Interior PTZ - HDTV Ceiling Mount | 0399-001       |
| 1 | Lenel Analog to IP Channel License     | SW-DVR2NVR-CH1 |

**Division Hallway**

- |   |                                    |                |
|---|------------------------------------|----------------|
| 1 | AXIS Ceiling Mount Dome M3045V 2MP | 0804-001       |
| 1 | Lenel Analog to IP Channel License | SW-DVR2NVR-CH1 |

## Downtown Courthouse Analog to IP Camera Replacement

- |   |                                           |                |
|---|-------------------------------------------|----------------|
| 3 | IP PTZ Cameras P5515E                     | 0772-001       |
| 3 | Pendant Kit for PTZ Dome                  | 5502-431       |
| 2 | Pole Bracket                              | 5017-671       |
| 3 | Ethernet over Coax w/ POE and PSE for PTZ | CWFE1COAXPOE/M |
| 3 | Enclosures                                | NEMA           |

## Access Card Readers Additions – New Parks Location

**Front Exterior Entry**

- |   |                              |                 |
|---|------------------------------|-----------------|
| 1 | Card Reader                  | <b>Existing</b> |
| 1 | Magnetic Lock                | <b>Existing</b> |
| 1 | REX Device                   | <b>Existing</b> |
| 1 | Emergency Exit Button Narrow | EEB3N           |

## Equipment to be covered

1	Door Position Switch	1078C-G
0.2	Access Control Comp cable	AC251822B

**Interior Office Entry Door**

1	Mortise Strike	4300-30-2RP
1	1 3/4 Push to Left Paddle	4590-02-00-628
1	Card Reader	<b>Existing</b>
1	REX Device	<b>Existing</b>
1	Door Position Switch	1078C-G

**Front Office**

1	Door Release Button	HUB2SA
0.2	Door Release Cable	2C18G

## Card Reader Additions, Parks and Rec Maintenance Facility

**Head End Equipment**

1	Lenel 2.5 A Power Supply with enclosure	LNL-OLS75ACTX
1	Intelligent Controller Dual Reader Board	LNL-2220
1	Lock Power Supply	OLS120
3	Batteries for Panels	1270

**South Entry Door**

1	Reader	5455-BGN00
1	Door Contact	1078G-W
1	REX	DS150i
1	Hook up to provided Electric Lock	TEDSYS

**East Entry Door**

1	Reader	5455-BGN00
1	Door Contact	1078G-W
1	REX	DS150i

**North and South Door**

2	Door Position Switches	2505-AL
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Circuit Court 8<sup>th</sup> Floor Video/Intercom Addition

1	7" TOUCHSCREEN HANDSET/HANDS-FREE 4 X 8 COLOR VIDEO SET (Set includes JP-DV, JP-4MED, PS-2420UL)	JPS-4AEDV
3	7" TOUCHSCREEN HANDSET/HANDS-FREE SUB MASTER FOR JP SERIES	JP-4HD
1	24V DC, 2A POWER SUPPLY (110 VAC)	PS-2420UL
4	DESK STAND FOR AIPHONE MONITORS	MCW-S/A
1	DISTRIBUTION ADAPTOR FOR JP SERIES SUB MASTERS	JP-8Z
1	FORM C DOOR RELEASE RELAY, 24V DC INPUT	RY-24L

Equipment to be covered

Card Reader Add- Interior Double Doors – 1315 Locust

	<b>Panel Equipment</b>	
1	Dual Reader Board	LNL-1320
	<b>Interior Door Devices</b>	
1	Reader Mullion Mount	5365-EGP00
2	Door Contact	1078C-N
1	REX	DS 150i
1	Emergency Exit Button Mullion Mount	EEB3N
2	Magnetic Locks	M32
	<b>Exterior Door Add</b>	
2	Magnetic Locks	M32

Card Reader Add Jury Room 8M

	<b>Jury Room Door 8M</b>	
1	Single Reader Board	LNL-1300
1	Card Reader Prox	5455-BGN00
1	Door Position Switch	1078C-W
1	Request for Exit Motion	D150i
1	Electrical Strike (Wood Frame) Kit	1006CS

Access Control Reader/Intercom Additions – JC Corrections Employee Entry

	<b>Head End Panels</b>	
1	Lenel 2.5 A Power Supply with enclosure	LNL-OLS75ACTX
1	Intelligent Controller Dual Reader Board	LNL-2220
	<b>Door Devices</b>	
1	Proximity Reader	5455-BGN00
1	Intercom with Embedded PROX Reader	JK-DVF-HID
1	Surface Mount Box for exterior Intercom	JK-MB
2	Relays	REL01
	<b>Intercom</b>	
1	Master Station/Intercom Station Kit w Power Supply	JKS-1AED
1	Sub Master Station	JK1-HD
2	Desk Stands for Intercom Masters	MCW-SA-D

Card Reader Door Addition – Ground Floor IT Entry Door

	<b>Panel Equipment</b>	
1	Reader Interface Board	LNL-1320
1	Hook up to Existing Power Supplies	TEDSYS
	<b>New IT Door Center</b>	
1	Prox Card Readers	5355AGN00
1	Request For Exit Device	DS160



Equipment to be covered

1	Surface Mount Door Contact w/ Armored Cable	2505-AL
1	Electrified Lever Set/No Core	CL33905-NVD-626
1	Door Cord	TSB-C

Card Reader Addition – 11<sup>th</sup> Floor Evidence Room

<b>Panel Equipment</b>		
1	Reader Interface Board	LNL-1320
1	Distribution Board	PD8UL
<b>Evidence Room Door</b>		
1	Prox Card Reader	5355AGN00
1	Request For Exit Devices	DS160
1	Magnetic Log w/ DPS	M32D
1	Mounting Plate for Magnetic Lock	TEDSYS
1	Emergency Exit Button	EEB2

Sheriff's Office Sound Masking/Background Music Platform

1	Standalone Floor Rack	LER-1822
1	Rack Mount Power Strip	RCKPWR
1	CD/Player/Tuner	DN-300Z
1	Sound Masking Generator	TSD-GPN1200
1	Rack Mount for Sound Masking Generator	TSD-RMK
2	Mixer Amplifier	AA100PHD
1	Rack Mount Shelf for AMP	RCKSHL
11	Volume Control Switch	10-LVC
15	Sound Masking/Music Speakers	LT-810SM810-RS

Access Control Reader Adds and Changes – 1315 Garage

<b>Exterior Entry /Exit Door West</b>		
1	Prox Reader	5535BGN00
1	Door Contact	2505AI
1	REX	DS 150i
1	Rim Mounted Strike HES	9400-630
1	<b>Pull Handle</b>	8305-0-630 6X16
1	Single Reader Board	LNL-1300
<b>Middle Entry/Exit Door</b>		
1	Prox Reader	5535BGN00
<b>East Entry/Exit Door</b>		
1	Magnetic Lock Face Mount	M32FD
1	Z- Bracket	ZA-32-62CL
1	REX Motion	DS150i
1	Emergency Exit Button	EEB2

Card Reader Addition, Court Services Storage – EJCH

<b>Court Service Storage Door</b>		
1	Card Reader Prox	5355AGN00
1	Door Position Switch	1078C-W

## Equipment to be covered

1	rex pir	d150i
1	Magnetic lock	M32
1	Mount for Maglock	ZBracket
1	Emergency Request for Exit Button	EEB2

## Fire Exit Door Lockdown/Card Reader Addition – EJCCH

<b>Fire Exit West 1st Floor Single Door</b>		
1	Delayed Egress MGLK/SR STTS MNT	3101C-US28-DSM
<b>South Fire Exit Double Doors</b>		
2	Delayed Egress MGLK/SR STTS MNT	3101C-US28-DSM
<b>Ground Level Fire Exit Double Doors</b>		
2	Delayed Egress MGLK/SR STTS MNT	3101C-US28-DSM
<b>East Fire Exit Single Door</b>		
1	Delayed Egress MGLK/SR STTS MNT	3101C-US28-DSM
<b>North Prisoner Entry/Exit Single Door</b>		
1	Delayed Egress MGLK/SR STTS MNT	3101C-US28-DSM
<b>Lock Power Supply</b>		
1	Altronix Centralized PS	AL400ULACM
1	Lenel Input Board	LNL-1100
1	Lenel Output Board	LNL-1200
<b>Prosecutors Door Room 253</b>		
1	Card Readers	5455-BGN00
1	Request for Exit	DS150i
1	Door Contact	1078G-W
1	Electric Strike HES	<u>5000C 12/24 630</u>

## Card Reader Additions – EJCCH- Legislative/ENBANC Rooms, Ground Level

<b>Head End Equipment</b>		
1	Lenel Enclosure w/ Power Supply	LNL-OLS75ACTX
1	Intelligent Controller/Dual Reader Board	LNL-2220
1	Altronix Centralized Lock Power Supply	AL400ULACM
3	Backup Batteries	PS1270
<b>Legislative Assembly Entry Door</b>		
1	ProxPoint Mullion Reader Grey	6005-BGBOO
1	Request for Exit Motion	DS150i
1	Door Position Switch	1078C-N
1	Electric Strike HES	5200C 12/24 630
<b>Court ENBANC Entry Door</b>		
1	ProxPoint Mullion Reader Grey	6005-BGBOO
1	Request for Exit Motion	DS150i
1	Door Position Switch	1078C-N
1	Electric Strike HES	5200C 12/24 630

## Equipment to be covered

## Jackson County Detention Center Equipment

**Device type: IP cameras**

186	FLEXIDOME IP micro 2000 HD (CPP4)	NUC-21012-F2
7	FLEXIDOME IP indoor 4000 HD (CPP4)	NIN-40012-V3
4	FLEXIDOME IP 4000i (CPP7.3)	NDE-4502-A
3	FLEXIDOME IP micro 5000 HD (CPP4)	NUC-51022-Fx
1	FLEXIDOME IP starlight 7000 VR (CPP7)	NIN-73023-AxA
45	FLEXIDOME IP corner 9000 MP (CPP4)	NCN-90022-F1
1	FLEXIDOME NDC-455-P	

**Device type: Analog cameras**

115	Misc. brand analog box camera	
73	Bosch analog dome camera	
4	Bosch analog AutoDome 600 PTZ camera	
7	Bosch analog corner mount camera	

**Device type: IP video encoder**

15	VIDEOJET multi 4000 (CPP5)	VJM-4016
3	VIDEOJET decoder 3000	

**Device type: BVMS SERVER**

1	HP Proliant Server DL380 G6	HSTNS-1031
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**Device type: BVMS Storage array**

5	DIVAR IP 7000 32TB	DIP-6083-8HD
2	DIVAR IP 7000 64TB	DIP-61F4-16HD