

**City of Carson City
Agenda Report**

Date Submitted: January 23, 2015

Agenda Date Requested: February 5, 2015
Time Requested: 5 minutes

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that Contract No. 1415-127 is for the purchase and installation of equipment and services pursuant to NRS 332.115 (1)-(c) and (d) and is therefore not adapted to award by competitive bidding and to approve Contract No. 1415-127 to accomplish the purchase and installation of software/hardware from Stanley Convergent Security Solutions, Inc. for a not to exceed cost of \$200,000.00 to be funded from the Capital Outlay/ Jail Lock Intercom Project Account in the Capital Projects Fund for \$140,000.00 and from the Machinery and Equipment/SCAAP Improvement Account in the Grant fund for \$60,000.00 as provided in FY 2014/2015. *(Kim Belt and Bob Keith)*

Staff Summary: Carson City Facilities uses Stanley Convergent Security Solutions in sixteen (16) City facilities. Carson City staff requested/received quotes for the purchase and installation of the Jail Lock Intercom System and found Stanley Convergent Security Solutions, Inc. to be the lowest. Stanley Convergent Security Solutions, Inc. should be awarded the contract, without going out to formal bid, because the additional use of Stanley Convergent Security Solutions as the provider of such equipment, who will also be responsible for its repair and maintenance, would be efficient and compatible with existing similar equipment.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to determine that Contract No. 1415-127 is for the purchase and installation of equipment and services pursuant to NRS 332.115 (1)-(c) and (d) and is therefore not adapted to award by competitive bidding and to approve Contract No. 1415-127 to accomplish the purchase and installation of software/hardware from Stanley Convergent Security Solutions, Inc. for a not to exceed cost of \$200,000.00 to be funded from the Capital Outlay/ Jail Lock Intercom Project Account in the Capital Projects Fund for \$140,000.00 and from the Machinery and Equipment/SCAAP Improvement Account in the Grant fund for \$60,000.00 as provided in FY 2014/2015.

Explanation for Recommended Board Action: Pursuant to **NRS 332.115 subsection (1)-(c) and (d)**, staff is requesting the Board of Supervisors declare that the contract is not adapted to award by competitive bidding.

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

- (c) Additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person;
- (d) Equipment which by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection (1)-(c) and (d)

Fiscal Impact: \$200,000.00



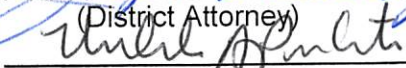
Explanation of Impact: If approved the below referenced accounts could be reduced by \$200,000.00.

Funding Source: \$140,000.00 from 210-0000-421-65-63 - Capital Outlay/Jail Lock Intercom System Project Account and \$60,000.00 from 275-2016-421-77-80 – Machinery and Equipment/SCAAP Capital Improvement Account as provided in FY 2014/2015. The balance after augmentation will be \$140,000.00 in the Capital Outlay Account and \$60,000.00 in the Grant Account.

Alternatives: Not award contract and provide other direction.

Supporting Material: Contract No. 1415-127 and Exhibit "A"

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By:  Date: 1/27/15
 (City Manager)
 Date: 1/27/15
 (District Attorney)
 Date: 1/27/15
 (Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
 2) _____ _____

 (Vote Recorded By)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1415-127
Jail Lock/Intercom Software/Hardware Replacement

THIS CONTRACT made and entered into this 5th day of February, 2015, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Stanley Convergent Security Solutions, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for CITY is authorized pursuant to Nevada Revised Statutes 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, CONTRACTOR'S compensation under this agreement (does) (does not) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of CONTRACTOR for CONTRACT No.1415-127 (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONTRACTOR** shall provide and perform the following services set forth in Exhibit A, which shall all be attached hereto and incorporated herein by reference for and on behalf of CITY and hereinafter referred to as the "SERVICES".

2.2 **CONTRACTOR** represents that it is duly licensed by CITY for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use Only
CCBL expires _____
NVCL expires _____
GL expires _____
AL expires _____
WC expires _____

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1415-127
Jail Lock/Intercom Software/Hardware Replacement

2.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to **CITY**.

2.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any SERVICES under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 This Contract shall be effective from February 5, 2015, subject to Carson City Board of Supervisors' approval (anticipated to be February 5, 2015) to August 31, 2015, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Finance Department/Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1415-127
Jail Lock/Intercom Software/Hardware Replacement

4.2 Notice to **CONTRACTOR** shall be addressed to:

Scott Wulforst, National Account Manager
Stanley Convergent Security Solutions
4690 Longley lane #23
4690 Longley Lane, #23
775-287-8110/FAX: 775-828-5623
Scott.wulforst@sbdinc.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
KBelt@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Two Hundred Thousand Dollars and 00/100 (\$200,000.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed **SERVICES**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **SERVICES**.

5.3 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1415-127
Jail Lock/Intercom Software/Hardware Replacement

7.1.2 CITY reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall CONTRACTOR be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. CONTRACTOR shall require that all subcontracts which he/she enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against CONTRACTOR for damages, due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon CITY'S notice to CONTRACTOR of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If CONTRACTOR fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by CONTRACTOR to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If CONTRACTOR becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If CITY materially breaches any material duty under this Contract and any such breach impairs CONTRACTOR'S ability to perform; or

7.3.2.5 If it is found by CITY that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1415-127
Jail Lock/Intercom Software/Hardware Replacement

7.3.2.6 If it is found by CITY that CONTRACTOR has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 CONTRACTOR shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by CITY; and

7.5.1.3 CONTRACTOR shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by CITY; and

7.5.1.4 CONTRACTOR shall preserve, protect, and promptly deliver into CITY possession all proprietary information in accordance with City Ownership of Proprietary Information.

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1415-127
Jail Lock/Intercom Software/Hardware Replacement

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that,

in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. CITY may set off consideration against any unpaid obligation of CONTRACTOR to CITY.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any CITY breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to CONTRACTOR, for the fiscal year budget in existence at the time of the breach. CONTRACTOR'S tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1415-127
Jail Lock/Intercom Software/Hardware Replacement

additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the CITY, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with CITY only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for CITY whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold CITY harmless from, and defend CITY against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of CITY.

13. INSURANCE REQUIREMENTS (GENERAL): (Not Applicable)

13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

13.2 **CONTRACTOR**, as an independent contractor and not an employee of CITY, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. CITY shall have no liability except as specifically provided in this Contract.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to CITY Purchasing and Contracts, and (2) CITY has approved the insurance policies provided by **CONTRACTOR**.

13.4 Prior approval of the insurance policies by CITY shall be a condition precedent to any payment of consideration under this Contract and CITY'S approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of CITY to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1415-127
Jail Lock/Intercom Software/Hardware Replacement

the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by CITY, the required insurance shall be in effect prior to the commencement of work by CONTRACTOR and shall continue in force as appropriate until the latter of:

13.6.1 Final acceptance by CITY of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by CITY under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to CITY under its coverage(s) shall be in excess of and non-contributing with any insurance required from CONTRACTOR. CONTRACTOR'S insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by CITY, CONTRACTOR shall provide CITY with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as CONTRACTOR has knowledge of any such failure, CONTRACTOR shall immediately notify CITY and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by CONTRACTOR, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by CONTRACTOR shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by CITY. Such approval shall not relieve CONTRACTOR from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by CITY.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, CONTRACTOR must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1415-127
Jail Lock/Intercom Software/Hardware Replacement

13.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.9 (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

13.22.1 *Minimum Limit required:*

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1415-127
Jail Lock/Intercom Software/Hardware Replacement

- 13.22.2 One Million Dollars (\$1,000,000.00).
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 Discovery period: Three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

14. BUSINESS LICENSE:

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or **SERVICES** or any services of this Contract.

CONTRACTOR will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1415-127
Jail Lock/Intercom Software/Hardware Replacement

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by CITY, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

19.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

19.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

19.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

20. PUBLIC RECORDS:

Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1415-127
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received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

22.1 *In the event federal funds are used for payment of all or part of this Contract:*

22.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Recovery and Reinvestment Act of 2009, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all **SERVICES** required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar **SERVICES**, under the same or similar circumstances, in the State of Nevada.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1415-127
Jail Lock/Intercom Software/Hardware Replacement

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any **SERVICES** performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

26. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

27. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

28. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

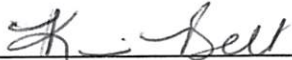
CITY'S LEGAL COUNSEL

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1415-127
Jail Lock/Intercom Software/Hardware Replacement

Finance Director
Attn: Kim Belt, Purchasing and
Contracts Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

CITY'S LEGAL COUNSEL
Carson City District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: 
Kim Belt

Dated 1/27/15

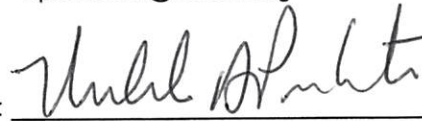
By: 
Deputy District Attorney

Dated 1/27/15

CITY'S ORIGINATING DEPARTMENT

I certify that funds are available and that
CONTRACTOR will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts

BY: Nick Providenti, Director
Carson City Finance Department
201 N. Carson Street, Suite 3
Carson City, NV 89701
Telephone: 775-887-2133
Fax: 775-887-2107
nprovidenti@carson.org

By: 

Dated 1/27/15

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1415-127
Jail Lock/Intercom Software/Hardware Replacement

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR
BY: Scott Wulforst
TITLE: National Account Manager
FIRM: Stanley Convergent Security Solutions
CARSON CITY BUSINESS LICENSE #: 15-00026012
Address: 4690 Longley lane #23
City: Reno **State:** NV **Zip Code:** 89502
Telephone: 775-287-8110/**FAX:** 775-828-5623
E-mail Address: scott.wulforst@sbdinc.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1415-127
Jail Lock/Intercom Software/Hardware Replacement

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 5, 2015 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-127**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 5th day of February, 2015.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 5th day of February, 2015.



Convergent Security Solutions



Stanley Convergent Security
Solutions, Inc
Integrator.com
14670 Cumberland Rd.
Noblesville, IN 46060
Phone 317 703 1167
Fax 317 776 3508

Quote 130363 – Carson City Jail, NV
Graphic Panel Upgrade

December 2, 2014

Stanley Convergent Security Solutions, Inc. (SCSS) is the nation's leading integrator of Allen Bradley PLC controls for the Corrections industry. We have provided over 600 similar solutions to this quotation with complete success. SCSS has extensive experience in retrofitting security electronics systems in correctional environments.

We included a proposal to retrofit your existing three (3) graphic panels in your facility with a new Touch Screen Control system solution. The new Touch Screen Control Station shall fully control the facility's existing controlled doors, intercom system and be able to have video call-up function on all cameras through the existing matrix switch.

1.0 Overview and Scope of Work

1.1 Project Narrative:

SCSS will provide new Touch Screen control stations in Master Control, Booking, and Work Release. The Carson City maintenance group will provide the removal of the existing graphic panels and patch the floor as required. Stanley CSS will be providing a new console for Master Control. Carson City will need to provide a new work surface in Booking and Work Release.

The three (3) graphic panels locations shall be replaced with three (3) Touch Screen Control Stations that shall have the ability to unlock/lock all your controlled doors and answer any existing intercom station at the facility that is currently connected to your graphic panels in Central Control. Master Control will receive dual touch screen monitors and Booking and Work Release will each receive one touch screen monitor. The current door control and intercom electronics cabinets will be reused. A new subplate with door relays, PLC, I/O modules and power supplies will be installed inside the existing enclosures.

Along with the new Touch Screen Control Station, SCSS shall provide a new data logging computer that shall log all transactions that are completed via the new Touch Screen Control Station. See below for more detail on how the new data logging system shall work.

See Section 2.0 - Bill of Materials

Besides material, our scope includes all detail drawings, engineering, panel build, demolition of unnecessary equipment, wire, wire pull, installation and termination of head-end, validation testing, owner training, and final documentation.

1.2 Benefits of Security Electronics Control System Upgrade:

The benefits of retrofitting/upgrading your security electronics control system with a SCSS system include the following:

- NON-PROPRIETARY SYSTEM (all parts are “off-the-shelf”)
- Restore Camera call-up functionality
- Updating to the latest technology
- Offering a 1-year warranty on the new head-end equipment
- Data Logging of all security transactions
- Easy-to-use
- Increased Accountability and Reliability
- Experienced Systems Integrator (over 600 projects completed)
- The equipment included with this system is similar to several other facilities across the United States and overseas.

1.3 Description of Security Electronics Systems:

Control Locations

SCSS shall provide a new Touch Screen Control Station in Central Control and in Housing Control. The new touch screen computer shall be located underneath the countertop and secured in lockboxes.

Control Station (Commander) Features

The following features have been included in our proposal as part of our new Touch Screen Control System.

- Device isolation
- Door isolate
- Door violation enable/disable
- Group Release
- Intercom Isolate
- General and Maintenance Notes
- QuickComm box for Intercom Communication
- Username/password login
- Lighting On/Off
- Phone On/Off
- Voice Feedback
- Occurrence Log
- User preferences
- Unlock active intercom
- Automatic Camera Call-up when an Intercom Station is selected (if camera view is available)

Security Management System (Data Logging)

We will provide a new security management server (SMS). The SMS data-recording engine logs security commands made within the detention facility as they happen. It provides facility administrators the ability to monitor and review all operational aspects of the Security Automation System and its operations. The

intent is that by recording all actions of the system, it provides you with greater liability protection and accountability. The new SMS computer shall be located either in Central Control or in an office depending on where the facility would like for SCSS to install it.

The following features have been included in our proposal as part of our new SMS data logging System.

- Real-time auto-refresh
- Log username/commander name
- Event color control
- Email notification – Optional if desired additional cost shall be incurred
- View events by area or device
- Web clients for remote viewing
- Full SQL Server (unlimited database)
- RAID config on server
- Secure Gateway

PLC & Door Control Head-end

SCSS shall replace your current door control system with a new Allen Bradley PLC system. The new PLC system shall be located in the existing cabinets. The new Allen Bradley PLC shall be the “brains” of your new Touch Screen Control system. The new PLC shall have the ability to control all the facility’s current controlled doors as well as connect the new system to any existing Intercom station for communication. This proposal shall also include new non-proprietary relays for controlling of the actual doors.

Intercom System

SCSS shall provide a new Harding Intercom system to replace the existing system that is currently installed. The new Harding system shall fully integrate with the new Allen Bradley PLC system to communicate to the new Touch Screen Control station for audio communication between existing intercom stations and the new Touch Screen Control station. All existing intercom stations and field wiring shall be re-used.

Utility Control

The existing lighting, TV, and Phone will be maintained on the new system

Camera System

We will provide camera call-up function for all cameras that are part of the existing matrix switch. Coordination between Stanley CSS and your current video provider will be required. The call-up will occur on existing monitors. No new video monitors will be provided.

2.0 Bill of Material

Security Automation System

- Documentation as specified
- Testing and demonstration
- Owner training
- 1-year warranty
- Allen-Bradley PLC equipment fully programmed and tested
- Ethernet Switch
- Equipment Racks populated, internally wired and tested

- Surge/Lightning protection
- Touchscreen control stations including computers/monitors/software
- Audio microphones
- Programming as specified
- VPN/Firewall appliances
- Intercom Equipment
- Security Management Server computer

3.0 Electrical Work

SCSS shall subcontract all electrical work to Gooseworks, Inc. Gooseworks, Inc. shall also install SCSS's new equipment and make all the necessary terminations to our new head-end equipment.

4.0 Project Timing and Delivery

We anticipate that the total project time length (from site investigation to completion) will be approximately 180 days. This timeframe is subject to the availability of our engineering group and their current workload. The majority of our time spent on the project will occur at our main office, where we will design, program, build and test the equipment before it ships to site for installation.

5.0 Facility Downtime and Other Considerations

During the entire time period of the retrofit process, your staff will need to be on a **heightened security alert**, this includes: not discussing the upcoming retrofit and installation with inmates, any doors that breach the detention envelope should be manually checked constantly to ensure that they are secure before bringing inmates into the vicinity of these doors. This includes any and all manual or controlled doors.

You would need to be prepared to use keys and have additional staff on hand during this retrofit. Your jail personnel would likely require the use of radios for communication purposes. Our engineers and subcontractors will need escorted access to every area of the facility that has controlled devices. The purpose of this is twofold: it ensures the safety of our employees and it also allows your staff to be aware of what we are doing. While our staff is validating an area, you would have to make arrangements to move the inmates to another location. We would make efforts to minimize the facility downtime during this process.

6.0 Exclusions

We have not included pricing for dumpsters, shift work or overtime, painting. SCSS does not provide or diagnose problems associated with door switch or lock problems without additional reimbursement. SCSS will not be responsible for any existing field devices/equipment that is not functional for whatever reason.

7.0 Warranty

7.1 Engineering Warranties:

SCSS guarantees its hardware and engineering to be free from defects for a period of one year. Engineering shall include software, design, and documentation. SCSS will replace defective material, after diagnosis, in a timely manner.

7.2 Warranty Exclusions:

SCSS will not replace or warrant damage due to negligence, acts of God or vandalism under the terms of this agreement. SCSS will provide field service and parts availability as additional services.

8.0 Terms for Payment

- SCSS works under the terms of a SCSS standard Sales Agreement or Purchase Order.
- Payment terms are cash due upon receipt. Other payment terms may be granted to established accounts at the discretion of SCSS.
- Late payments will be assessed a 1.5% per month finance charge. SCSS expects to be reimbursed for any attorney fees and any other collection costs in acquiring late payments.
- Retainage will not be withheld unless previously negotiated.
- SCSS will commit to mutually agreed upon ship dates for our equipment to site, provided that other contractors have met all milestones, and that the timing is reasonable. SCSS is not responsible for delays by others, which impact our shipping dates.

9.0 Price

9.1 Installation Price

Base Price (Graphic Panel Upgrade).....	\$166,100.00
Optional – Add redundant PLCs.....	\$5,000.00
Optional – Add Intercom Recording.....	\$12,300.00
Phone Support.....	\$300/month
Standard Parts and Labor (8AM-4PM).....	\$800/month
Premium Parts and Labor (24/7).....	\$1050/month

9.2 Bonds/Taxes/Freight:

This price does not include any applicable **taxes, bonds, and/or MBE content**. If taxes are required, you will need to figure taxes based upon our entire quoted price. Freight has been included.

9.3 Pricing Guarantee:

SCSS is pleased to provide this quotation, and we hope it meets with your approval. This price is valid for 90 days. Please feel free to contact us should you have any questions or concerns.

Sincerely,



Steve Baker
Sales Engineer
Steve.baker@sbdinc.com
317-703-1165

Console Design for Master

