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VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2016 - 04

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF ESTERO, FLORIDA, AUTHORIZING THE
WAIVING OF COMPETITIVE BIDDING PROCEDURES;
AUTHORIZING THE VILLAGE MANAGER TO EXECUTE
A CONTRACT FOR SECURITY EQUIPMENT AND
SERVICES WITH SECURITAS ELECTRONIC SECURITY,
INC; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the new Village Hall location requires security equipment and service that needs to be installed during the construction process; and

WHEREAS, the target move-in date for the new Village Hall is March 1, 2016 and work will need to be completed before that date. It is staff's determination that waiving the competitive bid process is the only way to get this service installed in the time allowed; and

WHEREAS, in response to various vendor inquiries, IT staff has received three proposals for security equipment and service which were reviewed by the Village IT Manager. As outlined on Agenda Item Summary Sheet dated February 10, 2016, IT staff is recommending the Securitas Electronic Security, Inc. proposal, who is available to move forward with this project immediately; and

WHEREAS, staff is currently working to finalize a list of the needed equipment and believes that the contract equipment purchase can be reduced; and

WHEREAS, in order to initiate these services in the time frame required, staff is recommending a waiver of the competitive bidding procedures as provided in Ordinance 2015-06, Section 5, and requests authorization of the Village Manager to execute a contract with Securitas Electronic Security, Inc. as provided in Ordinance 2015-06, Section 2(B).

NOW, THEREFORE, be it resolved by the Village Council of the Village of Estero, Florida:

Section 1. The competitive bid process is waived and the Village Manager is hereby authorized to execute a contract with Securitas Electronic Security, Inc.

Section 2. The fiscal impact of the contract has an approximate non-recurring cost of \$41,786 and recurring cost of \$40 per month, totaling \$480 annually. These amounts are provided for in the 2015-2016 fiscal year budget in the Village Hall Capital Outlay line item (001-800-5136400).

Section 3. This Resolution shall take effect immediately upon adoption.

46
47 **ADOPTED BY THE VILLAGE COUNCIL** of the Village of Estero, Florida this
48 10th day of February, 2016.
49

50 Attest:

VILLAGE OF ESTERO, FLORIDA

51
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53 By: Kathy Hall
54 Kathy Hall, MMC, Village Clerk
55

By: Nicholas Batos
Nicholas Batos, Mayor

56
57 Reviewed for legal sufficiency:

58
59
60 By: Burt Saunders
61 Burt Saunders, Esq., Village Attorney
on behalf of

VILLAGE OF ESTERO, FLORIDA

VILLAGE COUNCIL MEETING

February 10, 2016

AGENDA ITEM SUMMARY SHEET

Agenda Item:

Resolution 2016-04 Authorizing the Waiver of Competitive Bidding Procedures and Authorizing Village Manager to Execute a Contract for Security Equipment and Services with Securitas Electronic Security, Inc.

Background:

The new Village Hall location requires security equipment and service that needs to be installed during the construction process. As we have very limited time remaining until construction is completed, it is staff's determination that a waiver of the competitive bidding procedures is the only way to get this service installed in the time allowed.

In response to various vendor inquiries, IT staff has received three proposals for security equipment and service which were reviewed by the Village IT Manager:

Innovative Security	\$42,954
Securitas Electric Security/Diebold	\$41,786
Gold Coast Fire and Security	\$20,950—rejection recommended see below

Of the three proposals, IT staff feels that only two meet the requirements of the Village and provide the level of hardware necessary to properly manage the Village's security needs. The Gold Coast's proposal contains inadequate hardware, is incomplete, and IT staff feel that their responsiveness to the Village's proposal requests was less than adequate and as such is recommending to reject this proposal.

It is IT staff's recommendation that the Village elect to move forward with Securitas, as the one-time cost is slightly less expensive, and their responsiveness and willingness to work with both the Village and construction company will be an advantage to the tight timeline for the new building.

Financial Impact:

Amounts for this acquisition have been included in the budget under capital outlay-Village Hall (001.800.5136400). While staff is working to finalize the needed equipment and believes that the contract equipment purchase can be reduced, the current equipment purchase is estimated at a not to exceed \$41,786. The recurring monthly fees will be \$40, totaling \$480 annually.

Recommendation:

Adopt Resolution 2016-04 Authorizing the Waiver of Competitive Bidding Procedures and Authorizing Village Manager to Execute a Contract for Security Equipment and Services with Securitas Electronic Security, Inc.

Potential Motion:

Move to adopt Resolution 2016-04 Authorizing the Waiver of Competitive Bidding Procedures and Authorizing Village Manager to Execute a Contract for Security Equipment and Services with Securitas Electronic Security, Inc.

Lisa Pace

From: Eric Wells <EWells@cgasolutions.com>
Sent: Tuesday, February 09, 2016 10:40 AM
To: Steven Sarkozy; Lisa Pace
Cc: David Rodrigues
Subject: Security Proposals & Recommendation
Attachments: Estero Security Vendors.xlsx; Security Markup.pdf; Diebold - Combined Proposal.pdf; Innovative Combined Proposal.pdf

Steven/Lisa,

We have received 3 separate quotes for the Village regarding the security systems (card access control, cameras, and intrusion alarm/panic buttons). The vendors are as follows:

Gold Coast Fire & Security – The original vendor that provided a door access control quote that was incomplete for the Village's needs.

Innovative Security – The vendor chosen by the building management to provide access control for the building.

Diebold/Securitas – The vendor sourced that handles large projects and commercial applications.

Attached is a diagram of the security needs that we provided to these vendors in order to provide us with proposals.

Of the 3 vendors, we feel that only TWO actually meet the requirements of the Village and provide the level of hardware necessary to properly manage the Village's security needs. We feel that Gold Coast's proposal contains inadequate hardware, is incomplete, and we felt that their responsiveness to the Village's proposal requests was less than adequate.

I have put together a simple comparison spreadsheet of these two vendors (Innovative & Diebold/Securitas) to compare the costs.

While these two proposals are less than \$1200 apart in one-time costs, we feel that the costs can be trimmed a bit with a site visit by potentially consolidating some camera locations and eliminating some of the intrusion sensors. It is our goal to get the final proposal amounts under \$40K, but we feel that the current numbers are a good budget estimate.

It is CGA's recommendation that the Village elect to move forward with Diebold/Securitas as the one-time cost is slightly cheaper, and we feel that their responsiveness and willingness to work with both the Village and EnviroStruct will be an advantage to the tight timeline for the new building. The system proposed by Diebold also integrates the door access control to the cameras, so that security events can be viewed in one system that allows you to see the corresponding camera feed when a door reader was accessed.

As you know from last week's construction meeting, EnviroStruct has been asking the Village for details on the security needs for door hardware and wire runs and we would like to get them communicating with a chosen vendor as soon as possible.

If you have any questions or need further information on any proposals, please let me know.

ERIC WELLS

IT Manager | Data Technologies & Development (Broward)



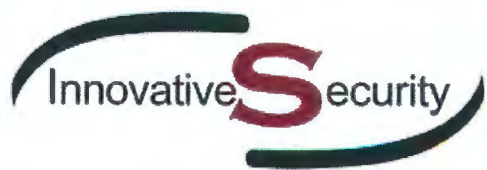
Calvin, Giordano & Associates, Inc. | 1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316

Office: 954.921.7781 | Direct: 954-266-6481 | Fax: 954.921.8807

Fort Lauderdale | West Palm Beach | Port St. Lucie | Homestead | Clearwater | Jacksonville

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	Innovative	Diebold/Securitas
Non-Recurring Costs		
Door Access Control System	\$22,241.54	\$36,035.68
Cameras and Recording System	\$17,764.28	Included in above price
Intrusion Alarm System	\$2,948.51	\$5,751.10
Total NRC	\$42,954.33	\$41,786.78
Recurring Costs		
Alarm Monitoring (monthly)	\$34.95	\$40.00
Alarm Monitoring (yearly)	\$419.40	\$480.00



Village of Estero

Integrated Burglar Alarm System

Thursday, January 21, 2016

Steven Sarkozy

9401 Corkscrew Palms Circle
Estero, FL 33928

Phone:

Email: EWells@cgasolutions.com

Installation Address:

9401 Corkscrew Palms Circle
Estero, FL 33928

Sales Representative:

Donald R. Cox

Innovative Security Systems, Inc.,
4815 Prince Georges Avenue, Suite
3, Beltsville, MD 20705

E-Mail: dcox@innovativesecurity.com

Mobile: 301.502.3685

Office: 301.931.0200

Fax: 301.931.1959

(1) Basic Wireless Burglar Alarm Package with Cellular Communication Module

This alarm kit includes a Vista20 control panel, a 6160 wireless keypad, a WAVE2 Siren, 3 wireless door/window contacts, a wireless PIR Motion detector, batteries, connection cords, and a GSM4G universal radio transformer.

(4) Basic Alarm Keypad

This keypad is easy to install and simple to use. The attractive white console blends perfectly with any decor and features a contoured, removable door that conceals soft-touch illuminated keys. The 6150 also features a large backlit fixed glass display that uses three-digit zone numbers. The oversized function keys are easily accessed even when the keypad door is closed and can be programmed for fire, burglary, personal emergencies or other operations. Colored, self-adhesive labels are included.

(16) Wireless Door/Window Contacts

Alarm contacts are small devices that are attached to a door or window that send signals to let the alarm system know that the door or window is either open, closed. These devices are vital to completely securing any burglar alarm system.

(3) Wireless Passive Infrared Motion

Motions detectors are an essential part of any alarm system. The specific model of motion detector used for your system will vary, depending on its needs. All motion detectors wired or wireless, will send signals to your alarm panel whenever activated.

(4) Ceiling Mount Dual Technology Motion Detector



Honeywell's microcontroller-based, ceiling mount DUAL TEC Motion Sensor provides all of the advantages of DUAL TEC motion sensor accuracy and reliability in a convenient ceiling mount design. Microwave Advanced Processing (MAP) Incoming microwave and PIR signals are constantly monitored and individually qualified for intrusion characteristics. The timing and sequence of each of these signals must be qualified by MAP settings to specific environments, allowing for optimum catch performance and false alarm immunity.

(4) Wireless Panic Button



A panic button is a small device that can be mounted underneath a desk, or it can be used as a pendant for personal safety. These devices are programmed to trigger panic alarms, or to dispatch police at the press of a button.

(3) Wireless Glassbreak



This Wireless Glassbreak Detector offers uncompromised performance and unmatched false alarm immunity. The FlexCore signal processor utilizes an Application Specific Integrated Circuit (ASIC)-processing sound data in parallel rather than sequentially. This permits sound frequency, duration and amplitude to be analyzed 50% faster to minimize false alarms while maintaining the highest possible level of detection. This unit can be mounted on any wall or ceiling within a 25' range, with no minimum range limitation. The LEDs indicate test mode, alarms and trouble conditions. It is compatible with all 5800 series wireless devices.

(1) Basic Monthly Burglar Alarm Monitoring



Central Monitoring Stations use special telephone and mobile lines, radio channels, computers, software and trained staff to monitor their customers' security systems and call the appropriate authorities in the event an alarm signal is received. This service will be billed at \$34.95 per month for 36 months.

(1) Optional Unsupervised Open & Close Services



With the optional unsupervised open and close service, the client will receive an e-mailed report with the alarm's arm and disarm history. The client can select either weekly or monthly reporting. Either service will be provided at \$24.95 per month for 36 months. (Optional)

(1) Optional Supervised Open & Close Services



With the optional supervised open and close service, a client provided opening and closing schedule will be submitted to the central station monitoring center. The client will then be notified if/when the alarm is armed and/or disarmed outside of the established schedule. This service will be billed at \$35.00 per month for 36 months. (Optional)

Technical Summary:

Innovative Security will install the above listed equipment to provide a complete burglar alarm system for the client occupied spaces of the first and second floors. The system will be interfaced with the access control system to provide for a first valid read disarms situation. Client will rearm the system by means of keypads or preset rearming time as directed by client. The system will be partitioned into four distinct areas, one on either side of the lobby on both floors. This will allow the client the opportunity to arm and disarm each area independently as needed or the entire system.

All perimeter doors on both floors will be contacted for opening. Glass break detectors and motion sensors will be located throughout the interior spaces based on the usage of the space. Panic buttons will be located in the chamber Council room and reception desks.

System Pricing:

Total Materials	\$3,008.51
Labor	\$0.00
Lockwork Labor	\$0.00
Subtotal	\$2,948.51
Sales Tax	\$174.81
Grand Total	\$3,123.32

Approximate Payment Options Available Upon Request. Please contact your sales representative for more information.

Performance Guarantee:

Innovative Security Systems, Inc. offers an extended maintenance and warranty plan. This plan guarantees full maintenance and repair service - 100% of parts and labor for anything that might happen to your new system except damage covered by your property insurance. Additionally, upon request, we will provide a maintenance service every nine months to ensure that your equipment is operating in accordance with the manufacturer's specifications and meets all of ISSI's standard test requirements. The monthly protection plan is billed month to month for a period of one year. The 12 month to 60 month protection plans will be billed at the renewal of the term. All plans can be renewed at the end of the protection plan timeframe. As outlined below, there are various maintenance and warranty plans to choose from.

Performance Guarantee Plans	Price	Initial for Acceptance
Monthly protection plan	\$31.94	<input type="text"/>
12 months of protection	\$353.82	<input type="text"/>
24 months of protection	\$648.67	<input type="text"/>
36 months of protection	\$884.55	<input type="text"/>
48 months of protection	\$1,061.46	<input type="text"/>
60 months of protection	\$1,179.40	<input type="text"/>

Terms, Warranty & Special Notes:

For jobs under 30k, our standard terms are 40% deposit with the balance due on completion of the installation. For jobs over 30k a 40% deposit is required, 30% due when equipment is on site, and a final payment of 30% on completion. Payment Plan numbers are an approximation, actual figures may vary. If you have special circumstances you would like us to address, please feel free to inquire of us. Any alterations from the above specifications or quantities are to be considered extra to the contract price. All equipment and labor is guaranteed for one year from the date of completion except damage covered by property insurance & customer's negligence, excluding lock work, lock hardware is covered for 30 days. If an electrical permit is required for installation, there will be an additional charge. Insurance requirements vary by company; it is the client's responsibility to notify ISSI of any and all insurance requirements. If any fees are required to submit insurance paperwork to be in compliance with the client's insurance company these fees will be included in the final invoice. It is customer's responsibility to provide power at site, a phone connection for alarm systems, a dedicated phone line for telephone entry systems, and a static IP address with network settings information for remote view. Network connections may/will require the services of the customer's IT department/vendor. (Service charges, additional equipment and associated costs for the network connectivity are not included in this quotation.) The customer is responsible for connecting the building fire alarm panel to the ISSI furnished equipment to comply with the local codes for approval by the authority having jurisdiction. ISSI will assist in providing the design information. The customer shall be responsible to periodically evaluate the system to ensure satisfactory operation. It is understood and agreed: That ISSI make no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to defect or avert. Client hereby releases, discharges and agrees to hold ISSI harmless from any and all claims, liabilities, damages, losses, or expenses, arising from or cause by a hazard covered by insurance in or on the premises of Client whether said claim is made by Client, his agents, or insurance company or by any other parties claiming under or through the Client. Client agrees to indemnify ISSI against, defend, and hold ISSI harmless from any action for subrogation which may be brought against ISSI by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

Collection & Legal Fees:

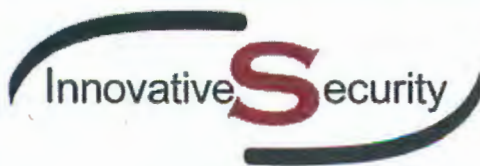
Upon default in making payment within 90 days of demand, and providing this note is turned over for collection, the undersigned agrees to pay all reasonable legal fees and costs of collection to the extent permitted by law. This note shall take effect as a sealed instrument and be enforced accordance with the laws of the state of Maryland. All parties to this document fully bond notwithstanding the release of any party, extension or modification of terms, or discharge of any collateral for this note. (Laws of the state of the debtor apply).

Agreement:

Acceptance of proposal by Client- The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Lease prices are approximate figures. If the leasing option is selected, credit approval is required prior to installation. This proposal is not binding upon Innovative Security Systems, Inc. until countersigned by an authorized agent of Innovative Security Systems, Inc.

****By Signing below, I am confirming that I have read and agree to the Terms, Warranty & Special Notes; Collection & Legal Fees; and Agreement that are attached to this proposal.****

Client Signature	Title	Date
Authorized ISSI Representative Signature	Title	Date



Village of Estero

Building Interfaced Access Control System
rev020216

Tuesday, February 2, 2016

Steven Sarkozy

9401 Corkscrew Palms Circle
Estero, FL 33928

Phone:
Email: EWells@cgasolutions.com

Installation Address:
9401 Corkscrew Palms Circle
Estero, FL 33928

Sales Representative:

Donald R. Cox

Innovative Security Systems, Inc.,
4815 Prince Georges Avenue, Suite
3, Beltsville, MD 20705

E-Mail: dcox@innovativesecurity.com

Mobile: 301.502.3685

Office: 301.931.0200

Fax: 301.931.1959

(1) 2 Door Kit with Readers

This 2-Door Kit consists of a TruPortal 2-Door Interface Module with 2 readers.



(2) 4 Door Expander Kit



This 4-Door expander kit includes the (2) 2-door add-on boards, 4Amp Power Supply, and enclosure.

(8) Minimullion Mount Reader



This Minimullion Mount Reader is equipped with 3 Covers (black, gray, white). It offers the advantage of simultaneous compatibility with multi-vendor credentials and high-reliability, consistent read-range performance and low power consumption. It provides tri-color LEDs and beeps indication for status, alarm and tamper conditions.

(1) Lockwork Labor



- (1) 12 or 24 Volt DC system, Double door Mag Lock - Council Chamber
- (1) Maglock assembly, 600lbs holding force - Community Development

(10) Door Power Pack for Electric Strikes, Electrified Equipment, Etc.

High quality power supply units, transformers and batteries are used in our door power packs.



(2) Request to Exit Button

A request to exit button is a device mounted inside a door that, when pressed, will send a signal to the lockwork to release the lock and allow the door to be opened. Local fire code may require this device be added to the system.

(2) Request to Exit Motion Sensor

A request to exit motion sensor is a device mounted above a door that will detect motion in their coverage area and send a signal to the lockwork to release the lock and allow the door to be opened. Local fire code may require this device be added to the system.

(11) Hardwired Door/Window Recessed Contact

Alarm contacts are small devices that are attached to a door or window that send signals to let the alarm system know that the door or window is either open, closed. These devices are vital to completely securing any burglar alarm system.

(4) 18/2 Cabling (500' Box)

Although there are a lot of low quality manufacturers of wire available for security applications, we use high quality wiring in order to ensure secure data transmission

(4) 18/6 Cabling (500' Box)



Although there are a lot of low quality manufacturers of wire available for security applications, we use high quality wiring in order to ensure secure data transmission

(6) Installation Materials



Install materials include any small parts and pieces used in order to safely and efficiently install your security system.

Installation Labor

Our technicians are trained and certified, and have an average of over 10 years experience in the field.

Technical Summary:

Innovative Security will install the above listed equipment to provide ten doors of access control per client provided drawings compatible with the buildings existing access control system. We will install a card reader at the Community Development, AV/IT Closet, Council Chambers, First Floor Hallway, Managers Office, Assistant Manager's Office, Finance Director's Office, Second Floor Reception, Second Floor Lobby and Second Floor IT Office doors. We will also install remote door release buttons (buzzers) at the Second Floor Reception and First Floor Reception Doors. This proposal includes magnetic locks for the Chamber Council doors and the Community Development door. These doors will also be equipped with request to exit motion sensors and request to exit buttons. All other electric locks to be provided by others. We will provide lock power and battery backup for each electrified locking mechanism. The location of the panels will be determined at the time of installation. A connection will be made between the control panels and the clients network. This will allow the client to perform system administration remotely as they see fit. The system will be interfaced with the clients building fire system by means of dry contacts provided by others.

System Pricing:

Total Materials	\$15,121.54
Labor	\$7,120.00
Lockwork Labor	\$0.00
Subtotal	\$22,241.54
Sales Tax	\$827.81
Grand Total	\$23,069.35

Approximate Payment Options Available Upon Request. Please contact your sales representative for more information.

Performance Guarantee:

Innovative Security Systems, Inc. offers an extended maintenance and warranty plan. This plan guarantees full maintenance and repair service - 100% of parts and labor for anything that might happen to your new system except damage covered by your property insurance. Additionally, upon request, we will provide a maintenance service every nine months to ensure that your equipment is operating in accordance with the manufacturer's specifications and meets all of ISSI's standard test requirements. The monthly protection plan is billed month to month for a period of one year. The 12 month to 60 month protection plans will be billed at the renewal of the term. All plans can be renewed at the end of the protection plan timeframe. As outlined below, there are various maintenance and warranty plans to choose from.

Performance Guarantee Plans	Price	Initial for Acceptance
Monthly protection plan	\$240.95	<input type="text"/>
12 months of protection	\$2,668.98	<input type="text"/>
24 months of protection	\$4,893.14	<input type="text"/>
36 months of protection	\$6,672.46	<input type="text"/>
48 months of protection	\$8,006.95	<input type="text"/>
60 months of protection	\$8,896.62	<input type="text"/>

Terms, Warranty & Special Notes:

For jobs under 30k, our standard terms are 40% deposit with the balance due on completion of the installation. For jobs over 30k a 40% deposit is required, 30% due when equipment is on site, and a final payment of 30% on completion. Payment Plan numbers are an approximation, actual figures may vary. If you have special circumstances you would like us to address, please feel free to inquire of us. Any alterations from the above specifications or quantities are to be considered extra to the contract price. All equipment and labor is guaranteed for one year from the date of completion except damage covered by property insurance & customer's negligence, excluding lock work, lock hardware is covered for 30 days. If an electrical permit is required for installation, there will be an additional charge. Insurance requirements vary by company; it is the client's responsibility to notify ISSI of any and all insurance requirements. If any fees are required to submit insurance paperwork to be in compliance with the client's insurance company these fees will be included in the final invoice. It is customer's responsibility to provide power at site, a phone connection for alarm systems, a dedicated phone line for telephone entry systems, and a static IP address with network settings information for remote view. Network connections may/will require the services of the customer's IT department/vendor. (Service charges, additional equipment and associated costs for the network connectivity are not included in this quotation.) The customer is responsible for connecting the building fire alarm panel to the ISSI furnished equipment to comply with the local codes for approval by the authority having jurisdiction. ISSI will assist in providing the design information. The customer shall be responsible to periodically evaluate the system to ensure satisfactory operation.

It is understood and agreed: That ISSI make no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to defect or avert. Client hereby releases, discharges and agrees to hold ISSI harmless from any and all claims, liabilities, damages, losses, or expenses, arising from or cause by a hazard covered by insurance in or on the premises of Client whether said claim is made by Client, his agents, or insurance company or by any other parties claiming under or through the Client. Client agrees to indemnify ISSI against, defend, and hold ISSI harmless from any action for subrogation which may be brought against ISSI by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

Collection & Legal Fees:

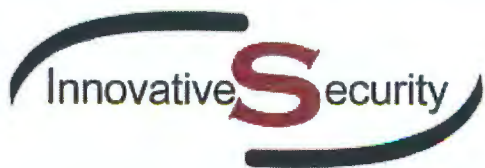
Upon default in making payment within 90 days of demand, and providing this note is turned over for collection, the undersigned agrees to pay all reasonable legal fees and costs of collection to the extent permitted by law. This note shall take effect as a sealed instrument and be enforced accordance with the laws of the state of Maryland. All parties to this document fully bond notwithstanding the release of any party, extension or modification of terms, or discharge of any collateral for this note. (Laws of the state of the debtor apply).

Agreement:

Acceptance of proposal by Client- The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Lease prices are approximate figures. If the leasing option is selected, credit approval is required prior to installation. This proposal is not binding upon Innovative Security Systems, Inc. until countersigned by an authorized agent of Innovative Security Systems, Inc.

****By Signing below, I am confirming that I have read and agree to the Terms, Warranty & Special Notes; Collection & Legal Fees; and Agreement that are attached to this proposal.****

Client Signature	Title	Date
Authorized ISSI Representative Signature	Title	Date



Village of Estero

Enterprise Class IP Surveillance System
rev020216

Tuesday, February 2, 2016

Steven Sarkozy

9401 Corkscrew Palms Circle
Estero, FL 33928

Phone:

Email: EWells@cgasolutions.com

Installation Address:

9401 Corkscrew Palms Circle
Estero, FL 33928

Sales Representative:

Donald R. Cox

Innovative Security Systems, Inc.,
4815 Prince Georges Avenue, Suite
3, Beltsville, MD 20705

E-Mail: dcox@innovativesecurity.com

Mobile: 301.502.3685

Office: 301.931.0200

Fax: 301.931.1959

(1) Custom Built Video Recorder

A custom built server provides an expandable and reliable basis for a security system. This unit has an Intel Core i7 processor, (6) SATA Ports, HDMI/VGA/HDMI ports, comes in a 4U Rackmountable case, and runs Windows 7 Pro.

(4) 4 Terabyte Hard Drive Blade

Hard drive blades allow recorders to hold camera footage for a longer period of time and/or at a higher resolution and frames per second.

(1) 16 Port PoE Switch

16 Port PoE Gigabit switch with 32gbps and built in 250W power adapter

(1) D-Link Gigabit Router

Create a secure wireless network to share photos, files, music, videos, printers, and network storage. Powered by Xtreme N technology and equipped with three external antennas, this router provides superior wireless coverage for larger homes and offices, or for users running bandwidth-intensive applications. This device also includes a 4-port 10/100/1000 Gigabit switch that connects Gigabit wired devices for enjoying lag-free network gaming and faster file transfers.

(1) 24" LED HDTV

Enjoy a crisp, clear picture with this TV's 1080p display and 3D Y/C digital comb filter. Play back videos and music and view photos stored on your compatible tablet or smartphone via MHL (Mobile High-Definition Link).

(11) 3 Megapixel IR Dome Camera



This Indoor 3 Megapixel Vandal Resistant Dome camera is equipped with 2.7-9mm lens and wide dynamic range.

(5) CAT6 Video Cabling (1000' Box)



Although there are a lot of low quality manufacturers of wire available for security applications, we use high quality wiring in order to ensure secure data transmission

(3) Installation Materials



Install materials include any small parts and pieces used in order to safely and efficiently install your security system.

Installation Labor

Our technicians are trained and certified, and have an average of over 10 years experience in the field.

Technical Summary:

Innovative Security will install the above listed equipment to provide an IP-based video server and 11 3 megapixel IP dome cameras. The video surveillance server has an i7 processor and 16 TB of hard drive. This will initially provide for approximately 150 days of storage. The cameras will be located per drawing provided by client. The server will be equipped with dual network interface cards to prevent video surveillance network traffic from interfering with the clients network. We will set up remote view locally and on mobile devices as requested by client.

System Pricing:

Total Materials	\$14,204.28
Labor	\$3,560.00
Lockwork Labor	\$0.00
Subtotal	\$17,764.28
Sales Tax	\$852.26
Grand Total	\$18,616.54

Approximate Payment Options Available Upon Request. Please contact your sales representative for more information.

Performance Guarantee:

Innovative Security Systems, Inc. offers an extended maintenance and warranty plan. This plan guarantees full maintenance and repair service - 100% of parts and labor for anything that might happen to your new system except damage covered by your property insurance. Additionally, upon request, we will provide a maintenance service every nine months to ensure that your equipment is operating in accordance with the manufacturer's specifications and meets all of ISSI's standard test requirements. The monthly protection plan is billed month to month for a period of one year. The 12 month to 60 month protection plans will be billed at the renewal of the term. All plans can be renewed at the end of the protection plan timeframe. As outlined below, there are various maintenance and warranty plans to choose from.

Performance Guarantee Plans	Price	Initial for Acceptance
Monthly protection plan	\$192.45	<input type="text"/>
12 months of protection	\$2,131.71	<input type="text"/>
24 months of protection	\$3,908.14	<input type="text"/>
36 months of protection	\$5,329.28	<input type="text"/>
48 months of protection	\$6,395.14	<input type="text"/>
60 months of protection	\$7,105.71	<input type="text"/>

Terms, Warranty & Special Notes:

For jobs under 30k, our standard terms are 40% deposit with the balance due on completion of the installation. For jobs over 30k a 40% deposit is required, 30% due when equipment is on site, and a final payment of 30% on completion. Payment Plan numbers are an approximation, actual figures may vary. If you have special circumstances you would like us to address, please feel free to inquire of us. Any alterations from the above specifications or quantities are to be considered extra to the contract price. All equipment and labor is guaranteed for one year from the date of completion except damage covered by property insurance & customer's negligence, excluding lock work, lock hardware is covered for 30 days. If an electrical permit is required for installation, there will be an additional charge. Insurance requirements vary by company; it is the client's responsibility to notify ISSI of any and all insurance requirements. If any fees are required to submit insurance paperwork to be in compliance with the client's insurance company these fees will be included in the final invoice. It is customer's responsibility to provide power at site, a phone connection for alarm systems, a dedicated phone line for telephone entry systems, and a static IP address with network settings information for remote view. Network connections may/will require the services of the customer's IT department/vendor. (Service charges, additional equipment and associated costs for the network connectivity are not included in this quotation.) The customer is responsible for connecting the building fire alarm panel to the ISSI furnished equipment to comply with the local codes for approval by the authority having jurisdiction. ISSI will assist in providing the design information. The customer shall be responsible to periodically evaluate the system to ensure satisfactory operation.

It is understood and agreed: That ISSI make no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to defect or avert. Client hereby releases, discharges and agrees to hold ISSI harmless from any and all claims, liabilities, damages, losses, or expenses, arising from or cause by a hazard covered by insurance in or on the premises of Client whether said claim is made by Client, his agents, or insurance company or by any other parties claiming under or through the Client. Client agrees to indemnify ISSI against, defend, and hold ISSI harmless from any action for subrogation which may be brought against ISSI by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

Collection & Legal Fees:

Upon default in making payment within 90 days of demand, and providing this note is turned over for collection, the undersigned agrees to pay all reasonable legal fees and costs of collection to the extent permitted by law. This note shall take effect as a sealed instrument and be enforced accordance with the laws of the state of Maryland. All parties to this document fully bond notwithstanding the release of any party, extension or modification of terms, or discharge of any collateral for this note. (Laws of the state of the debtor apply).

Agreement:

Acceptance of proposal by Client- The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Lease prices are approximate figures. If the leasing option is selected, credit approval is required prior to installation. This proposal is not binding upon Innovative Security Systems, Inc. until countersigned by an authorized agent of Innovative Security Systems, Inc.

****By Signing below, I am confirming that I have read and agree to the Terms, Warranty & Special Notes; Collection & Legal Fees; and Agreement that are attached to this proposal.****

Client Signature	Title	Date
Authorized ISSI Representative Signature	Title	Date

Prepared For:
Village of Estero Security - F198038

Steven Sarkozy
21500 Three Oaks Parkway
Estero, FL 33928
ssarkozy@estero-fl.gov

Prepared By:
Securitas Electronic Security, Inc.
1790 Graybill Road, Suite 100
Uniontown, OH 44685
1-855-331-0359
Allison Sherman
Mgr National Account Sr
allison.sherman@diebold.com

Project Site:
Villages of Estero
21500 Three Oaks Parkway
Estero, FL 33928

Scope of Work

I. The Equipment and Material:

The Equipment and Material listed on the attached Schedule of Installation shall be installed at the following locations:

First Floor

Reception

- One (1) camera
- One (1) door release button to open lobby door

Lobby

- One (1) camera to view entrance
- One (1) card reader, door contact, motion detector

Hallway

- One (1) camera to view hallway

Community Development

- Two (2) cameras
- One (1) card reader, motion detector, door contact

Council Chamber

- One (1) card reader at double door entry, door contacts, motion detector and push to exit button
- Three (3) cameras

Second Floor

Reception

- One (1) camera
- One (1) door release
- One (1) card reader, door contact, and motion detector

Hallway/Lobby

- One (1) card reader, motion detector, and door contact
- One (1) camera

IT /Head-end

- One (1) camera
- One (1) card reader, door contact and motion detector
- Head-end, SiteServer, Monitor, Controllers, Switch, Power Supply all to be installed in IT Room

Finance Office

- One (1) card reader, door contact, and motion detector

Manager

- One (1) card reader, door contact, and motion detector

Assistant Manager

- One (1) card reader, door contact, and motion detector

Notes:

- Door strikes to be provided, and installed by door hardware vendor.

II. Installation:

- The installation services included in this proposal are all encompassing and are sufficient for the complete installation as described. Installation is to be done during normal business hours. Work shall begin and finish in one complete continuous effort. There is no planned phased delivery for this project. After hour access shall be provided if requested and coordinated in advance. Installation price is based on free air cabling and a construction environment composed of mainly lift out ceiling (10ft max. height), and hollow walls.

- Because permits and compliance fees vary considerably from area, they have been excluded from this proposal. Permits and compliance fees for this project will be billed under separate cover once the fees have been identified.
- Additional installation time required to complete the work beyond the quantities stated may be subject to charge if sufficient access cannot be reasonably coordinated, if phased delivery is required, or if work by others is not complete and causes unforeseen delays.

III. Work by Others:

The following work is the responsibilities of others and is required to be complete and in place before Diebold begins the installation:

1. Power
2. Conduit and stub ups
3. Network connections
4. IP Addresses
5. Core Drilling
6. Environmental
7. Fire Alarm Interface
8. Fire Stopping
9. Lift rental
10. Painting and patching

IV. Training and Turn Over:

The customer shall be available for training, turn over and acceptance immediately after the project is complete. Should there be any punch list items they shall be established at this time.

Schedule of Installation

Schedule "A" - Material Access Control

Manufacturer	Part Number	Qty
Interlogix	1078C-N	10
Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, Closed Loop, White, 3/8" Gap Size		
Securiton	EEB2	2
(EEB2) Exit push button 30 second delay single pull single throw 3 AMP 12/24V		
Internal Part Number: 19-057012-000A		
Securiton	PB4	2
(PB4) Push Button, Momentary, Single Gang		
Internal Part Number: 19-066734-000A		
Securiton	M32	2
(M32) 600 LB holding force magnalock		
Internal Part Number: 19-058625-000A		
Altronix	AL600ULACMCB	1
PWR SPLY,6A,W/PTC & FIRE INTFC		
Internal Part Number: 19-057320-000A		
Cutsheet URL: http://www.altronix.com/products/data_sheets/DSAL600ULACM.pdf		
Altronix	AL1024ULACM	1
(AL1024ULACM) 8 Fused Outputs Power Supply/Access Power Controller. 24VDC @ 10A		
Internal Part Number: 19-081003-000A		
Cutsheet URL: http://www.altronix.com/products/data_sheets/DSAL1024ULACM.pdf		
American Dynamics	ADCI610LT-D113	11
Illustra 610 Indoor HD LT 1080p minidome, auto focus, 3-9mm varifocal, PoE only, white, smoked bubble		
SoftwareHouse	SWHVUSS-16-6-BZ	1
victor Unified SiteServer, 16 readers, 4 cameras, 6TB		
American Dynamics	ADLCD24MPB	1
24 W LCD 1920x1080 FHD LED, HDMI, DVI-D, VGA, Y/C, 2xBNC IN w/Loop, Audio, 3D CF & DI, IR RC		
ADI	1270	4
12V7AMP Batteries		
Internal Part Number: 19-036230-000A		
Cutsheet URL: http://www.yuasabatteries.com/pdfs/NP_7_12_DataSheet.pdf		
SoftwareHouse	USTAR008	1

iSTAR Ultra, 8 readers, w/enclosure, no PSU

SoftwareHouse	140-562-BK	10
ProxPoint Plus Card Reader 6005B Classic Black		

SoftwareHouse	SWH-T.REX-LT	10
T.REX Exit Detector w/Tamper and Timer. White		

SoftwareHouse	ESTAR002	1
iSTAR Edge, with Enclosure. 64 MB RAM, supports two readers, with enclosure. 12/24 VDC input.		

CCTV

<u>Manufacturer</u>	<u>Part Number</u>	<u>Qty</u>
TRENDNet	TPE-TG160G	1
16-Port Gigabit PoE+ Switch		
American Dynamics	ADVEC01	7
VideoEdge NVR Add-on 1 IP Cam license		

Terms and Conditions

1. **GENERAL** - This document and all pages or other items attached hereto, (hereinafter called the Document, Contract, Agreement or Proposal) will constitute a contract between Securitas Electronic Security, Inc. (hereinafter SES) and the Buyer (as listed on the attached) when accepted by SES. If the Buyer issues an order instead of executing this Document, and said order references this Document, then this Document shall be deemed to have been signed by the Buyer and, any of the terms or provisions of the Buyer's order which are in any way inconsistent with or in addition to the terms and conditions in this contract shall not be binding on either party unless accepted in writing by SES's authorized representatives. The Buyer acknowledges and agrees that it has read, understands and agrees to all of the terms and conditions in this contract, and agrees to purchase, license, or lease all of the equipment and/or services described herein, at the prices and payment terms contained herein. SES's Proposal is valid for a period of 30 days from the date of the Proposal.

2. **DELIVERY** - Delivery quoted was based on the best information available from the manufacturers, and on SES's current inventory, at the time of Proposal. SES is not responsible for any delays in shipments from manufacturers or changes in SES's inventory level between time of Proposal and receipt of order or signed Contract from the Buyer. Delivery and/or completion dates are based upon prompt receipt of any and all necessary documents from Buyer. Shipments are scheduled after acceptance of an order in accordance with the Buyer's requirements. Unless specifically stated to the contrary, however, where existing priorities and schedules prevent strict compliance with requested delivery dates, orders are entered as close as possible to the requested date and the Buyer is advised of deviations, if any, in the shipping or completion schedule. SES reserves the right to make delivery in installments. SES shall not be liable for delays or failure in delivery, manufacture or completion or for any other default by reason of any occurrence or contingency beyond its reasonable control. IN SUCH EVENT, BUYER AGREES THAT NO REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE) SHALL BE AVAILABLE TO IT. All shipments will be FOB point of origin. Freight charges will be at Buyer's expense and will be added to the price contained herein.

3. **ACCEPTANCE, TRANSFER OF TITLE, RISK OF LOSS, AND DELIVERY AND INSTALLATION DATES.** This Part 3 applies to all items other than services provided to Buyer hereunder. a. **ACCEPTANCE:** Buyer shall be deemed to have accepted the items provided hereunder according to the following: (i) For D&I Orders [D&I Order means a delivery and installation order for equipment], Buyer's acceptance will

occur upon completion of installation of the item and SES's determination that the item is in operable condition and capable of functioning according to SES's published standards and specifications. At SES's request, Buyer will execute a written acknowledgement of the installation date(s) for all of the items transferred under such D&I Order; or (ii) For FOB Orders, Buyer's acceptance will occur upon delivery of the equipment and/or software to Buyer, which for purposes of acceptance will be deemed to have occurred when the items are shipped from SES's shipping point to a Buyer's location, which for software may occur by physical shipment, electronic delivery or notice to Buyer that the software is available for download. b. **TRANSFER OF TITLE AND RISK OF LOSS:** Title, risk of loss, and the right to use the equipment will pass to Buyer upon Buyer's acceptance thereof according to Subsection (a) above. Notwithstanding the foregoing, under no circumstances will title to any software be transferred hereunder.

4. **PRICES** - The prices stated are exclusive of any transportation charges (except as covered in number 2 above), insurance, and federal, state, municipal or other government tax, including sales and use taxes, now or hereinafter imposed upon the production, storage, sale, transportation or use of the products described herein. Such taxes or other charges applied directly to the sale hereunder shall be paid by the Buyer, or in lieu thereof, the Buyer shall provide an exemption certificate acceptable to the authorities. By ruling of New York State and New York City sales tax authorities all lease payments are fully taxable, as they include rental and use of the equipment, use of loaner equipment, parts, etc.

5. **PAYMENT** - Unless otherwise specifically stated to the contrary, the terms of payment are as follows, without notice, demand, reduction or set-off: a. **COMPREHENSIVE MAINTENANCE AGREEMENTS** - Payments are due on a yearly basis, in advance. b. **ALL OTHER CONTRACTS** - On all other contracts 30 percent is due at time of order acceptance (equipment will not be ordered and work will not begin until deposit is received) with the balance due in monthly progress payments covering equipment received and labor performed, Net 10 days from invoice date. c. **OVERDUE INVOICES** - If Buyer fails to pay or dispute in writing any amount when due and such failure continues for thirty (30) days or more, Buyer shall pay interest at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by law (whichever is less) on the entire unpaid balance for each month or portion thereof that payment is late.

6. **INSTALLATION** - Buyer is to provide 110V AC at all outdoor camera locations, monitoring and/or control locations, and/or other locations specified. Where possible, SES utilizes low voltage equipment; as a result, wiring is not required (by code) to be placed inside conduit. Any conduit required by Buyer is at additional cost. If air plenum ceilings exist, code requires the use of conduit or plenum approved

cable. The installation price in the Proposal is based on non air plenum ceilings (i.e., no conduit or plenum approved cable) unless otherwise stated herein. If conduit or plenum approved cable is required, it will be at Buyer's expense, above and beyond installation price quoted. Unless otherwise indicated in Proposal, Buyer is to provide trenching where necessary for cable runs. If aerial runs are required and Buyer-owned poles are available, SES will utilize them when possible and permissible. Public utility poles cannot be used as they are proprietary to the public utility companies. Any poles necessary to complete aerial runs will be provided and set by Buyer at Buyer's expense unless otherwise stated in Proposal. SES's Proposal for installation includes all cable, connectors, ties and other necessary hardware, unless otherwise stated in Proposal or covered herein. Buyer understands and agrees that no subcontract labor, materials, and/or special equipment (i.e., skylift bucket truck) are included in Proposal unless so stated and, if necessary, will be at the Buyer's additional expense. Unless otherwise indicated in Proposal, all installation, service and maintenance work will be performed by non-union technical personnel. If Buyer-provided lighting is insufficient for an adequate video picture, Buyer will provide additional lighting at Buyer's own expense.

7. PROPRIETARY INFORMATION - Drawings, specifications, equipment lists, and all information herein (partial or complete) as instruments of service are and shall remain the property of SES whether the project for which they are made is executed or not. Drawings, specifications, equipment lists, etc. shall be returned to SES on demand or at the end of the project unless specifically purchased from SES or authorized in writing by SES. They are not to be used on other projects or extensions to this project, or to obtain other bids, except by agreement in writing and with appropriate compensation to SES. They are not to be reproduced in whole or part without written consent.

8. AUDIO EQUIPMENT - If the equipment purchased or leased from SES contains audio monitoring equipment, state and federal law requires public notice of the use of this equipment. At a minimum, Buyer must post a sign at the entrance to his premises notifying all who enter the premises that they are subject to audio monitoring. Copies of a sample sign may be obtained from SES.

9. BONDING - Unless otherwise agreed upon and included in writing in the proposal, SES will not provide a performance or bid bond in connection with the equipment or services covered in this Contract.

10. OWNERSHIP OF SOFTWARE AND HARDWARE CONTAINING SOFTWARE - The manufacturer of the products described herein retains exclusive title and ownership rights to all operating or applications programs wherever located and whether expressed in source code, object code, or otherwise (hereafter called Software) and any storage media or component of electronic circuitry (hereafter called Hardware) where various Software is

contained or located and cannot be separated without irreversibly altering the Hardware. For consideration, the receipt of which is acknowledged, and to the extent this paragraph is not altered by another agreement between SES and the Buyer, SES grants and issues to the Buyer a limited license to the Software and the Hardware irreversibly containing the Software only for use within the specific equipment simultaneously sold to the Buyer, and the Buyer shall preserve any notice provided by SES in the Software, on the Hardware or on any other portion of the equipment, and shall not use the Software in any manner after the expiration of the useful life of the equipment. Unless otherwise permitted by Federal law, without the written permission of SES, the Buyer shall not duplicate at any time the Software or the Hardware if irreversibly containing the Software in any form or expression for its own use or the use of any third party. The Buyer shall not disclose, reverse engineer or reverse compile the Software or create derivative works of the Software. The Buyer acknowledges that the Software, and written documentation associated therewith, constitute valuable trade secret information and copyrighted material which is owned exclusively by SES or its suppliers, and that any threatened violation of this Agreement shall cause irreparable harm to SES. The Buyer agrees not to disclose the Software or its documentation to any other entity or use such items for any purpose not expressly authorized in this Agreement. Violations by the Buyer of the conditions of this limited license terminates the license right and may invoke recall of the Software and any Hardware irreversibly containing the Software. The Buyer may only transfer this limited license right with the consent of SES and only to those bonafide purchasers of the specific equipment which simultaneously had been sold by SES with the Software and the Hardware irreversibly containing the Software, provided the purchaser acknowledges and agrees to be bound by the provisions of the paragraph.

11. TERMINATION OR ALTERATION - A contract may be terminated or altered by the Buyer only if agreed to in writing by SES. If SES agrees to termination or alteration, it will be subject to additional conditions and termination or alteration charges as follows: If any equipment covered by the contract has been delivered and/or installed, payment for said equipment and/or installation will be due in full. If equipment has yet to be delivered the contract may be terminated or altered only if agreed to by the manufacturer, and Buyer shall pay either a 25%-of-retail-price restocking charge or manufacturer's percentage restocking applied to the retail price, whichever is higher, plus all freight charges. Buyer also shall pay on demand any other associated charges necessary to protect SES from loss.

12. LIMITED WARRANTY AND INDEMNIFICATION - Buyer acknowledges that SES has not represented, warranted, or guaranteed that the equipment sold or leased herein will prevent any loss by burglary, hold-up, fire, or otherwise, or that the equipment will in all cases provide the protection for

which it is installed or intended. Nor has SES made any representations, guarantees, or warranties to third parties that the equipment will prevent any such loss or provide them with protection. The parties agree that SES is only selling or leasing equipment and is not undertaking to be an insurer for the Buyer or any third parties against loss, injury, or damage that may result to the person or property of the Buyer or to the person or property of others. Buyer agrees to assume all risk for loss, injury or damage to the person or property of Buyer arising from or pertaining to the use, possession, operation, or installation of the equipment. Buyer also agrees to indemnify SES and hold SES harmless from any and all claims, costs, expenses, damages, and liabilities of third parties, including attorney's fees, arising from or pertaining to the use, possession, operation, or installation of equipment. Buyer further agrees to defend, protect, and indemnify SES for any damage or loss suffered by SES as a result of Buyer's breach of any term or condition herein. The Buyer's agreement to indemnify and hold SES harmless will continue for as long as the equipment is in use and extends to all claims of third parties, including claims based on intentional conduct, active or passive negligence, or strict or product liability on the part of the SES, its agents, servants, or employees. SES warrants products sold or leased hereunder to be free from defects in workmanship and material only at the time such products are initially delivered to Buyer. Every claim on account of breach of this warranty shall be deemed waived by the Buyer unless notice of such claims is promptly received in writing by SES. Upon receipt of such notice, SES will advise Buyer regarding further procedures. Equipment that is required to be returned to SES should be returned in original shipping carton where possible, shipping charges prepaid. If SES in its sole discretion finds the equipment defective, then SES, at its option, will repair or replace the equipment under the terms of this warranty with new or factory serviced equipment. This warranty applies only to the original Buyer and does not include expendable supplies, equipment, or parts which have been misused, abused, not used for the purpose intended, neglected, or damaged by an act of God. The parties agree that the Buyer's sole and exclusive remedy against SES shall be for the repair or replacement of defective equipment as provided herein. Notwithstanding the foregoing, Buyer is entitled to any applicable manufacturer's warranty during the period of any such warranty. SES is not the manufacturer or developer of any equipment, software, or products sold, leased, or provided hereunder.

13. **DISCLAIMER OF WARRANTIES - THE WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES APPLICABLE TO THE EQUIPMENT AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES. SES MAKES NO OTHER REPRESENTATION, EXPRESSED OR IMPLIED, AND SES EXPRESSLY DISCLAIMS ANY WARRANTY AGAINST INTERFERENCE OR**

INFRINGEMENT AS WELL AS ANY WARRANTY OR REPRESENTATION AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, OR FITNESS FOR PARTICULAR USE OF ANY OF THE EQUIPMENT.

14. **INFRINGEMENT INDEMNIFICATION** - If a third party claims that a SES manufactured item provided to Buyer pursuant to this Agreement infringes any US patent, trademark, copyright or trade secret, SES will, upon prompt notification from Buyer, defend Buyer against such claim at SES's expense and control and will pay all judgments and damages that a court finally awards based on such claim. Buyer will allow SES to modify or replace the items so as to eliminate any claimed infringement. If SES in its discretion determines that none of the foregoing alternatives is reasonably available, Buyer agrees to return such item to SES upon SES's request and credit the Buyer at the then current net book value for the item. SES does not provide this indemnification for third-party products but will pass through to Buyer such indemnification as is provided by the third party supplier.

15. **LIMITED LIABILITY - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE IN ANY WAY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED IN BREACH OF WARRANTY, CONTRACT, OR NEGLIGENCE OR OTHERWISE IN CONNECTION WITH THE MANUFACTURE, USE OR SALE OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. NOTWITHSTANDING THE FOREGOING, IF FOR ANY REASON EITHER PARTY IS FOUND TO BE LIABLE, IN NO EVENT SHALL SUCH PARTY'S LIABILITY EXCEED THE GREATER OF THE AMOUNT PAID UNDER THIS AGREEMENT OR \$75,000.**

16. **OTHER - Governing Law:** This Agreement shall be governed by the laws of the State of New York and shall be construed in accordance therewith. Any disputes shall be tried in a court of competent jurisdiction in the State of New York. If any provision of this Agreement is declared by any arbitrator or court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions which shall be fully severable and the Agreement shall be construed and enforced as if such invalid provisions had never been included. For tracking of equipment covered by leases and maintenance contracts as well as tracking of warranty on purchased equipment SES may attach a SES sticker and/or bar code label to the equipment prior to delivery. If the equipment is not covered by a lease or maintenance contract and you do not want the stickers attached we must be advised at time of ordering.

17. **ELECTRONIC SIGNATURE LAW** - The parties agree that Buyer's request in any form to receive items whether by fax, e-mail or other tangible or nontangible means shall be sufficient to subject any such items delivered pursuant to

such request or otherwise produced or delivered to Buyer, to the terms of this Agreement. Any requirement of a further signed writing to make such a request a binding obligation of Buyer, or to subject any such Items is expressly waived by Buyer. The parties agree that application of a cursive or facsimile signature and transmittal of an electronic copy of this agreement or other ordering document shall be sufficient to bind each party to the terms of this Agreement, and that an electronic reproduction of this agreement or other ordering documents shall be given the same legal effect as a written document signed by a party. THIS PROPOSAL IS PROVIDED TO BUYER IN RESPONSE TO BUYER'S REQUEST FOR EQUIPMENT AND/OR SERVICES FROM SES AND IS SUBJECT TO ANY LIMITATIONS SPECIFIED BY BUYER (e.g. BUDGET CONSTRAINTS, LIMITED AREAS OF COVERAGE, ETC.). BUYER UNDERSTANDS AND AGREES THAT NO WARRANTY OR GUARANTEE CAN BE MADE THAT A SECURITY SYSTEM WILL PROVIDE COMPLETE PROTECTION FROM ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE, AND NO SUCH GUARANTEE OR WARRANTY IS PROVIDED HEREIN. THE SES TERMS AND CONDITIONS (THE "TERMS AND CONDITIONS") ARE ATTACHED TO THIS PROPOSAL AND ARE INCORPORATED HEREIN BY THIS REFERENCE, AND BUYER HAS READ THE SAME AND THE REMAINING PARTS OF THIS PROPOSAL. IN CASE OF ANY CONFLICT BETWEEN ANY PROCEEDING PORTION OF THIS PROPOSAL AND THE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SHALL CONTROL.

Purchase Investment Summary

Included in the cost below is the specified scope of work and the equipment indicated on the Schedule of Installation.

Total: \$36,035.68

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Note: Billing for all services, including Service Plan, will commence upon installation completion or in service date.

Billing Terms

50% upon order Entry; 50% upon completion of installation. Due Upon Receipt.

This proposal is valid for 30 days

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

eMail: allison.sherman@diebold.com

Please issue any Purchase Order or other contract documents to Securitas Electronic Security, Inc.

This Agreement shall not become binding on Securitas Electronic Security, Inc. until approved and accepted by Securitas Electronic Security, Inc. management as provided below.

Seller:

Securitas Electronic Security, Inc.

Company

Address

Allison Sherman, Mgr National Account Sr

Account Representative Name & Title

Securitas ES Management

Securitas ES Management Signature Date

Buyer:

Trade, partnership or corporate name if different
from above

21500 Three Oaks Parkway

Estero, FL 33928

Address

Steven Sarkozy

Name & Title

Authorized Signature

Date

Prepared For:
Village of Estero Security - F198038

Steven Sarkozy
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928
(239) 221-5035
ssarkozy@estero-fl.gov

Prepared By:
Diebold, Inc.
5995 Mayfair Road
North Canton, OH 44720
1-800-DIEBOLD
Allison Sherman
Mgr National Account Sr
allison.sherman@diebold.com

Project Site:
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928
(239) 221-5035

Scope of Work

I. The Equipment and Material:

Provide and install an intrusion system with Panic devices.

- Perimeter protection is included in this by protecting all exterior doors with wireless contacts.
- Motion detectors and glass breaks have been included and will be installed per system design.
- Panic buttons will be located at seven locations as identified on drawings. These devices will be monitored by the intrusion system and will alert the Central Station immediately.

II. Installation:

The installation services included in this proposal are all encompassing and are sufficient for the complete installation as described on Schedules "B" and "C". Installation is to be done during normal business hours. Work shall begin and finish in one complete continuous effort. There is no planned phased delivery for this project. After hour access shall be provided if requested and coordinated in advance. Installation price is based on free air cabling and a construction environment composed of mainly lift out ceiling (10ft max. height), and hollow walls.

Specific exceptions to the required Installation above are as follows:

Because permits and compliance fees vary considerably from area, they have been excluded from this proposal. Permits and compliance fees for this project will be billed under separate cover once the fees have been identified.

Additional installation time required to complete the work beyond the quantities stated may be subject to charge if sufficient access cannot be reasonably coordinated, if phased delivery is required, or if work by others is not complete and causes unforeseen delays.

III. Work by Others:

The following work is the responsibilities of others and is required to be complete and in place before Diebold begins the installation:

1. Power
2. Conduit and stub ups
3. Network connections
4. IP Addresses
5. Core Drilling
6. Environmental
7. Fire Alarm Interface
8. Fire Stopping
9. Lift rental
10. Painting and patching

IV. Training and Turn Over:

The customer shall be available for training, turn over and acceptance immediately after the project is complete. Should there be any punch list items they shall be established at this time.

V. Services:

All services including monitoring, maintenance and enhanced managed services are to be provided as described in the attached Schedule of Services.

Schedule of Installation

Schedule "A" - Material Access Control

Manufacturer	Part Number	Qty
Interlogix	60-458-10-319.5	7
Crystal Single-Button Panic Sensor: Allows a Person to Activate an Emergency Alarm. Single Button Press for Easy Alarm Activation		
Interlogix	60-807-01-95R	3
Indoor SAW PIR Pet Immune Motion Sensor w/Lithium Battery		
Honeywell	5853	3
(5853) Wireless Glass Break Detector		
Diebold Part Number: 19-058129-000A		
Interlogix	60-670-95R	16
SAW Door/Window Sensor, White		

Intrusion

Manufacturer	Part Number	Qty
Honeywell	6160	4
6160 Alpha Display Deluxe Keypad (Security Keypad)		
Diebold Part Number: 29-014318-000B		
Cutsheet URL: http://library.ademconet.com/MWT/fs2/6160/6160-Data-Sheet.PDF		
Honeywell	DT6360	2
(DT6360) C & K 6360 Ceiling Mount PIR/Microwave		
Diebold Part Number: 19-036783-000A		
Honeywell	V20P60RFPK	1
(V20P60RFPK) PRE-PACK CONTAINS VISTA-20P, 6160RF, 5800PIR-RES, WAVE2		
Diebold Part Number: 19-080083-000A		

Schedule "D" - Service and Support Offerings (Schedule of Services)

Categories	Qty	Diebold Part #	Monthly Charges
Diebold PIN Management	1	00-118326-00ES	\$11.00
Intrusion Alarm Monitoring (Non-Financial)	1	00-068902-00ES	\$25.00
Hold Up Monitoring (Non-Financial)	1	00-118322-00ES	\$4.00

DRAFT

Schedule of Services

Qty	Monitoring
	Intrusion Alarm Monitoring (Financial)
1	Intrusion Alarm Monitoring (Non-Financial)
	Intrusion Alarm Monitoring (Residential)
	Fire Alarm Monitoring
	Elevator Monitoring
	Disaster Recovery Response Monitoring
	ATM Skimming Alert Basic (Email or Text Notification Only)
	ATM Skimming Alert Advanced (Customized Response)
	Daily Alarm Test Signals
1	Hold Up Monitoring (Non-Financial)
	Duress Monitoring (Non-Financial)
	Critical Condition Monitoring
	Fire Alarm Monitoring – Addition
	Logged Arm & Disarm Signals
	Supervised Arm & Disarm Signals
1	Diebold PIN Management

Qty	System Communication
	Cellular Back-Up Service – Monthly Supervision
	Cellular Back-Up Service – Weekly Supervision
	Cellular Back-Up Service – Daily Supervision
	Cellular Back-Up Service – Uplink Daily Supervision
	Cellular Primary Service
	Cellular Service – Fire Alarm Supervision
	Cellular Service – UL High Security Supervision
	Internet Communication – Daily Supervision
	Internet Communication with 60 Minute Supervision
	Internet Communication – UL High Security

Qty	Access Control
	Door Management & Monitoring (Bosch & DMP Panels)
	Hosted w/ Web Client (Pacom)
	Hosted, Managed & Monitored w/ Web Client (Pacom)
	Additional Web Client Sign-On (Pacom)
	Access – Managed (Lenel, Software House, Sielox)
	Each Additional 50 Cardholders for Managed Access

Qty	Service Plans
	Standard Plan (Parts & Labor M-F 8-5)
	Advanced Plan (Parts & Labor 24/7)
	Premium Plan (Parts & Labor 24/7 w/ 4 hr response)
	Labor Only Plan (Labor Only M-F 8-5)

Qty	Additional Services
	Permit Management
	False Alarm Fine Management
	Specialized Billing
	UL Intrusion Alarm Certificate
	UL Fire Alarm Certificate

Qty	Embedded
	Embedded Technical Resource
	Embedded Administrative Specialist
	Embedded Field Project Manager
	Embedded Program Manager

Qty	Video Services
	Remote DVR Health Check (Verint)
	Video System Trouble Notification
	Video Alarm Verification
	Video Alarm Verification with Audio
	Video Guard Tour
	Each Additional Guard Tour per Day
	Videofied Alarm Verification - Indoor
	Videofied Alarm Verification - Secure Outdoor
	Videofied Alarm Verification - Unsecure Outdoor
	Videofied Alarm Verification - Indoor (IP Communication)
	Each Additional Videofied Camera

Qty	Remote Enterprise
	Third Party Software Management & Support Plan
	Software License & Update Service
	Remote Technical Assistance

Qty	Online
	SecureStat
	SecureStat Monitoring with Standard Reports
	SecureStat Alarm
	SecureStat Managed Access
	SecureStat Video Health Check Basic
	SecureStat Video Health Check Advanced
	SecureStat Controlled Access
	Each Additional SecureStat User Code
	Custom Exception Reports

Qty	Preventative Maintenance and Fire Inspection
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Qty	EagleEye Services
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Note: Billing for all services, including Service Plan, will commence upon installation completion or in service date.

Terms and Conditions

1. **GENERAL** - This document and all pages or other items attached hereto, (hereinafter called the Document, Contract, Agreement or Proposal) will constitute a contract between DIEBOLD (hereinafter Diebold) and the Buyer (as listed on the attached) when accepted by Diebold. If the Buyer issues an order instead of executing this Document, and said order references this Document, then this Document shall be deemed to have been signed by the Buyer and, any of the terms or provisions of the Buyer's order which are in any way inconsistent with or in addition to the terms and conditions in this contract shall not be binding on either party unless accepted in writing by Diebold's authorized representatives. The Buyer acknowledges and agrees that it has read, understands and agrees to all of the terms and conditions in this contract, and agrees to purchase, license, or lease all of the equipment and/or services described herein, at the prices and payment terms contained herein. Diebold's Proposal is valid for a period of 30 days from the date of the Proposal.

2. **DELIVERY** - Delivery quoted was based on the best information available from the manufacturers, and on Diebold's current inventory, at the time of Proposal. Diebold is not responsible for any delays in shipments from manufacturers or changes in Diebold's inventory level between time of Proposal and receipt of order or signed Contract from the Buyer. Delivery and/or completion dates are based upon prompt receipt of any and all necessary documents from Buyer. Shipments are scheduled after acceptance of an order in accordance with the Buyer's requirements. Unless specifically stated to the contrary, however, where existing priorities and schedules prevent strict compliance with requested delivery dates, orders are entered as close as possible to the requested date and the Buyer is advised of deviations, if any, in the shipping or completion schedule. Diebold reserves the right to make delivery in installments. Diebold shall not be liable for delays or failure in delivery, manufacture or completion or for any other default by reason of any occurrence or contingency beyond its reasonable control. IN SUCH EVENT, BUYER AGREES THAT NO REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE) SHALL BE AVAILABLE TO IT. All shipments will be FOB point of origin. Freight charges will be at Buyer's expense and will be added to the price contained herein.

3. **ACCEPTANCE, TRANSFER OF TITLE, RISK OF LOSS, AND DELIVERY AND INSTALLATION DATES.** This Part 3 applies to all items other than services provided to Buyer hereunder. a. **ACCEPTANCE:** Buyer shall be deemed to have accepted the items provided hereunder according to the following: (i) For D&I Orders [D&I Order means a delivery and installation order for equipment], Buyer's acceptance will

occur upon completion of installation of the item and Diebold's determination that the item is in operable condition and capable of functioning according to Diebold's published standards and specifications. At Diebold's request, Buyer will execute a written acknowledgement of the installation date(s) for all of the items transferred under such D&I Order; or (ii) For FOB Orders, Buyer's acceptance will occur upon delivery of the equipment and/or software to Buyer, which for purposes of acceptance will be deemed to have occurred when the items are shipped from Diebold's shipping point to a Buyer's location, which for software may occur by physical shipment, electronic delivery or notice to Buyer that the software is available for download. b. **TRANSFER OF TITLE AND RISK OF LOSS:** Title, risk of loss, and the right to use the equipment will pass to Buyer upon Buyer's acceptance thereof according to Subsection (a) above. Notwithstanding the foregoing, under no circumstances will title to any software be transferred hereunder.

4. **PRICES** - The prices stated are exclusive of any transportation charges (except as covered in number 2 above), insurance, and federal, state, municipal or other government tax, including sales and use taxes, now or hereinafter imposed upon the production, storage, sale, transportation or use of the products described herein. Such taxes or other charges applied directly to the sale hereunder shall be paid by the Buyer, or in lieu thereof, the Buyer shall provide an exemption certificate acceptable to the authorities. By ruling of New York State and New York City sales tax authorities all lease payments are fully taxable, as they include rental and use of the equipment, use of loaner equipment, parts, etc.

5. **PAYMENT** - Unless otherwise specifically stated to the contrary, the terms of payment are as follows, without notice, demand, reduction or set-off: a. **COMPREHENSIVE MAINTENANCE AGREEMENTS** - Payments are due on a yearly basis, in advance. b. **ALL OTHER CONTRACTS** - On all other contracts 30 percent is due at time of order acceptance (equipment will not be ordered and work will not begin until deposit is received) with the balance due in monthly progress payments covering equipment received and labor performed, Net 10 days from invoice date. c. **OVERDUE INVOICES** - If Buyer fails to pay or dispute in writing any amount when due and such failure continues for thirty (30) days or more, Buyer shall pay interest at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by law (whichever is less) on the entire unpaid balance for each month or portion thereof that payment is late.

6. **INSTALLATION** - Buyer is to provide 110V AC at all outdoor camera locations, monitoring and/or control locations, and/or other locations specified. Where possible, Diebold utilizes low voltage equipment; as a result, wiring is not required (by code) to be placed inside conduit. Any conduit required by Buyer is at additional cost. If air plenum ceilings exist, code requires the use of conduit or plenum

approved cable. The installation price in the Proposal is based on non air plenum ceilings (i.e., no conduit or plenum approved cable) unless otherwise stated herein. If conduit or plenum approved cable is required, it will be at Buyer's expense, above and beyond installation price quoted. Unless otherwise indicated in Proposal, Buyer is to provide trenching where necessary for cable runs. If aerial runs are required and Buyer-owned poles are available, Diebold will utilize them when possible and permissible. Public utility poles cannot be used as they are proprietary to the public utility companies. Any poles necessary to complete aerial runs will be provided and set by Buyer at Buyer's expense unless otherwise stated in Proposal. Diebold's Proposal for installation includes all cable, connectors, ties and other necessary hardware, unless otherwise stated in Proposal or covered herein. Buyer understands and agrees that no subcontract labor, materials, and/or specialequipment (i.e., skylift bucket truck) are included in Proposal unless so stated and, if necessary, will be at the Buyer's additional expense. Unless otherwise indicated in Proposal, all installation, service and maintenance work will be performed by non-union technical personnel. If Buyer-provided lighting is insufficient for an adequate video picture, Buyer will provide additional lighting at Buyer's own expense.

7. PROPRIETARY INFORMATION - Drawings, specifications, equipment lists, and all information herein (partial or complete) as instruments of service are and shall remain the property of Diebold whether the project for which they are made is executed or not. Drawings, specifications, equipment lists, etc. shall be returned to Diebold on demand or at the end of the project unless specifically purchased from Diebold or authorized in writing by Diebold. They are not to be used on other projects or extensions to this project, or to obtain other bids, except by agreement in writing and with appropriate compensation to Diebold. They are not to be reproduced in whole or part without written consent.

8. AUDIO EQUIPMENT - If the equipment purchased or leased from Diebold contains audio monitoring equipment, state and federal law requires public notice of the use of this equipment. At a minimum, Buyer must post a sign at the entrance to his premises notifying all who enter the premises that they are subject to audio monitoring. Copies of a sample sign may be obtained from Diebold.

9. BONDING - Unless otherwise agreed upon and included in writing in the proposal, Diebold will not provide a performance or bid bond in connection with the equipment or services covered in this Contract.

10. OWNERSHIP OF SOFTWARE AND HARDWARE CONTAINING SOFTWARE - The manufacturer of the products described herein retains exclusive title and ownership rights to all operating or applications programs wherever located and whether expressed in source code, object code, or otherwise (hereafter called Software) and any storage media or component of electronic circuitry (hereafter called Hardware) where various Software is

contained or located and cannot be separated without irreversibly altering the Hardware. For consideration, the receipt of which is acknowledged, and to the extend this paragraph is not altered by another agreement between Diebold and the Buyer, Diebold grants and issues to the Buyer a limited license to the Software and the Hardware irreversibly containing the Software only for use within the specific equipment simultaneously sold to the Buyer, and the Buyer shall preserve any notice provided by Diebold in the Software, on the Hardware or on any other portion of the equipment, and shall not use the Software in any manner after the expiration of the useful life of the equipment. Unless otherwise permitted by Federal law, without the written permission of Diebold, the Buyer shall not duplicate at any time the Software or the Hardware if irreversibly containing the Software in any form or expression for its own use or the use of any third party. The Buyer shall not disclose, reverse engineer or reverse compile the Software or create derivative works of the Software. The Buyer acknowledges that the Software, and written documentation associated therewith, constitute valuable trade secret information and copyrighted material which is owned exclusively by Diebold or its suppliers, and that any threatened violation of this Agreement shall cause irreparable harm to Diebold. The Buyer agrees not to disclose the Software or its documentation to any other entity or use such items for any purpose not expressly authorized in this Agreement. Violations by the Buyer of the conditions of this limited license terminates the license right and may invoke recall of the Software and any Hardware irreversibly containing the Software. The Buyer may only transfer this limited license right with the consent of Diebold and only to those bonafide purchasers of the specific equipment which simultaneously had been sold by Diebold with the Software and the Hardware irreversibly containing the Software, provided the purchaser acknowledges and agrees to be bound by the provisions of the paragraph.

11. TERMINATION OR ALTERATION - A contract may be terminated or altered by the Buyer only if agreed to in writing by Diebold. If Diebold agrees to termination or alteration, it will be subject to additional conditions and termination or alteration charges as follows: If any equipment covered by the contract has been delivered and/or installed, payment for said equipment and/or installation will be due in full. If equipment has yet to be delivered the contract may be terminated or altered only if agreed to by the manufacturer, and Buyer shall pay either a 25%-of-retail-price restocking charge or manufacturer's percentage restocking applied to the retail price, whichever is higher, plus all freight charges. Buyer also shall pay on demand any other associated charges necessary to protect Diebold from loss.

12. LIMITED WARRANTY AND INDEMNIFICATION - Buyer acknowledges that Diebold has not represented, warranted, or guaranteed that the equipment sold or leased herein will prevent any loss by burglary, hold-up, fire, or otherwise, or

that the equipment will in all cases provide the protection for which it is installed or intended. Nor has Diebold made any representations, guarantees, or warranties to third parties that the equipment will prevent any such loss or provide them with protection. The parties agree that Diebold is only selling or leasing equipment and is not undertaking to be an insurer for the Buyer or any third parties against loss, injury, or damage that may result to the person or property of the Buyer or to the person or property of others. Buyer agrees to assume all risk for loss, injury, or damage to the person or property of Buyer arising from or pertaining to the use, possession, operation, or installation of the equipment. Buyer also agrees to indemnify Diebold and hold Diebold harmless from any and all claims, costs, expenses, damages, and liabilities of third parties, including attorney's fees, arising from or pertaining to the use, possession, operation, or installation of equipment. Buyer further agrees to defend, protect, and indemnify Diebold for any damage or loss suffered by Diebold as a result of Buyer's breach of any term or condition herein. The Buyer's agreement to indemnify and hold Diebold harmless will continue for as long as the equipment is in use and extends to all claims of third parties, including claims based on intentional conduct, active or passive negligence, or strict or product liability on the part of the Diebold, its agents, servants, or employees. Diebold warrants products sold or leased hereunder to be free from defects in workmanship and material only at the time such products are initially delivered to Buyer. Every claim on account of breach of this warranty shall be deemed waived by the Buyer unless notice of such claims is promptly received in writing by Diebold. Upon receipt of such notice, Diebold will advise Buyer regarding further procedures. Equipment that is required to be returned to Diebold should be returned in original shipping carton where possible, shipping charges prepaid. If Diebold in its sole discretion finds the equipment defective, then Diebold, at its option, will repair or replace the equipment under the terms of this warranty with new or factory serviced equipment. This warranty applies only to the original Buyer and does not include expendable supplies, equipment, or parts which have been misused, abused, not used for the purpose intended, neglected, or damaged by an act of God. The parties agree that the Buyer's sole and exclusive remedy against Diebold shall be for the repair or replacement of defective equipment as provided herein. Notwithstanding the foregoing, Buyer is entitled to any applicable manufacturer's warranty during the period of any such warranty. Diebold is not the manufacturer or developer of any equipment, software, or products sold, leased, or provided hereunder.

13. **DISCLAIMER OF WARRANTIES - THE WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES APPLICABLE TO THE EQUIPMENT AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES. DIEBOLD MAKES NO OTHER REPRESENTATION,**

EXPRESSED OR IMPLIED, AND DIEBOLD EXPRESSLY DISCLAIMS ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT AS WELL AS ANY WARRANTY OR REPRESENTATION AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, OR FITNESS FOR PARTICULAR USE OF ANY OF THE EQUIPMENT.

14. **INFRINGEMENT INDEMNIFICATION** - If a third party claims that a Diebold manufactured item provided to Buyer pursuant to this Agreement infringes any US patent, trademark, copyright or trade secret, Diebold will, upon prompt notification from Buyer, defend Buyer against such claim at Diebold's expense and control and will pay all judgments and damages that a court finally awards based on such claim. Buyer will allow Diebold to modify or replace the items so as to eliminate any claimed infringement. If Diebold in its discretion determines that none of the foregoing alternatives is reasonably available, Buyer agrees to return such item to Diebold upon Diebold's request and credit the Buyer at the then current net book value for the item. Diebold does not provide this indemnification for third-party products but will pass through to Buyer such indemnification as is provided by the third party supplier.

15. **LIMITED LIABILITY** - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE IN ANY WAY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED IN BREACH OF WARRANTY, CONTRACT, OR NEGLIGENCE OR OTHERWISE IN CONNECTION WITH THE MANUFACTURE, USE OR SALE OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. NOTWITHSTANDING THE FOREGOING, IF FOR ANY REASON EITHER PARTY IS FOUND TO BE LIABLE, IN NO EVENT SHALL SUCH PARTY'S LIABILITY EXCEED THE GREATER OF THE AMOUNT PAID UNDER THIS AGREEMENT OR \$75,000.

16. **OTHER - Governing Law:** This Agreement shall be governed by the laws of the State of New York and shall be construed in accordance therewith. Any disputes shall be tried in a court of competent jurisdiction in the State of New York. If any provision of this Agreement is declared by any arbitrator or court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions which shall be fully severable and the Agreement shall be construed and enforced as if such invalid provisions had never been included. For tracking of equipment covered by leases and maintenance contracts as well as tracking of warranty on purchased equipment Diebold may attach a Diebold sticker and/or bar code label to the equipment prior to delivery. If the equipment is not covered by a lease or maintenance contract and you do not want the stickers attached we must be advised at time of ordering.

17. **ELECTRONIC SIGNATURE LAW** - The parties agree that Buyer's request in any form to receive items whether by

fax, e-mail or other tangible or nontangible means shall be sufficient to subject any such Items delivered pursuant to such request or otherwise produced or delivered to Buyer, to the terms of this Agreement. Any requirement of a further signed writing to make such a request a binding obligation of Buyer, or to subject any such Items is expressly waived by Buyer. The parties agree that application of a cursive or facsimile signature and transmittal of an electronic copy of this agreement or other ordering document shall be sufficient to bind each party to the terms of this Agreement, and that an electronic reproduction of this agreement or other ordering documents shall be given the same legal effect as a written document signed by a party. THIS PROPOSAL IS PROVIDED TO BUYER IN RESPONSE TO BUYER'S REQUEST FOR EQUIPMENT AND/OR SERVICES FROM DIEBOLD AND IS SUBJECT TO ANY LIMITATIONS SPECIFIED BY BUYER (e.g. BUDGET CONSTRAINTS, LIMITED AREAS OF COVERAGE, ETC.). BUYER UNDERSTANDS AND AGREES THAT NO WARRANTY OR GUARANTEE CAN BE MADE THAT A SECURITY SYSTEM WILL PROVIDE COMPLETE PROTECTION FROM ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE, AND NO SUCH GUARANTEE OR WARRANTY IS PROVIDED HEREIN. THE DIEBOLD TERMS AND CONDITIONS (THE "TERMS AND CONDITIONS") ARE ATTACHED TO THIS PROPOSAL AND ARE INCORPORATED HEREIN BY THIS REFERENCE, AND BUYER HAS READ THE SAME AND THE REMAINING PARTS OF THIS PROPOSAL. IN CASE OF ANY CONFLICT BETWEEN ANY PROCEEDING PORTION OF THIS PROPOSAL AND THE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SHALL CONTROL.

Purchase Investment Summary

Included in the cost below is the specified scope of work and the equipment indicated on the Schedule of Installation.

Total: \$5,751.10

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Monthly Charges Per Schedule of Services

\$40.00

Note: Billing for all services, including Service Plan, will commence upon installation completion or in service date.

Customer agrees to pay Diebold the sum per month, plus all applicable taxes, for the Services, as indicated on the Schedule of Services, prepaid, for a period of year(s).

Billing Terms

50% upon order Entry; 50% upon completion of installation. Due Upon Receipt.

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

eMail: allison.sherman@diebold.com

Please issue any Purchase Order or other contract documents to Diebold, Incorporated.

This Agreement shall not become binding on Diebold until approved and accepted by Diebold's management as provided below.

Seller:

Diebold, Incorporated

Company

Address

Allison Sherman, Mgr National Account Sr

Account Representative Name & Title

Diebold Management

Diebold Management Signature

Date

Buyer:

Village of Estero

Trade, partnership or corporate name if different from above

9401 Corkscrew Palms Circle

Estero, FL 33928

Address

Steven Sarkozy

Name & Title

Authorized Signature

Date

GOLD COAST FIRE AND SECURITY
11840 Lacy Ln. Ft. Myers, FL 33966
(239) 822-3157
Fax 337-4143

Village of Estero
Eric Wells
21500 Three Oaks Pkwy
Estero Fl. 33928
239-221-5035

February 3, 2016
Job: Access Control

PROPOSAL

Gold Coast will supply and install the below listed equipment at the above stated job site.

DESCRIPTION OF EQUIPMENT	QTY		Qty
Kantech Controller KT300/ 128K	5	Mag lock	1
Transformer ST 1216-40	5	Exit Devices	2
Relay Module RM1	10	Fire Alarm Tie In	1
Altronix Power Supply AL600ULACM	2		
Batteries	7		
Kantech Proximity Reader P325XSF	10		
Door Release buttons	2		
Software/ Training	1		
Electric Strike Tie in (locks by others)	10		
CAT 5 E Wire	3		
22-2 Wire	3		
Misc	1		
Proximity Cards	100		

Price Installed **\$12,771.00**

All conduit, back boxes, penetrations, 120 power, locks, computer / monitor "by others".

Payment terms: Payment due net 30 days from date of Gold Coast Fire and Security invoice for work complete equipment on site.

ACCEPTANCE of PROPOSAL

Signature: _____
Printed: _____
Date: _____

Prepared by: _____
Chuck Simonson

GOLD COAST FIRE AND SECURITY
11840 Lacy Ln. Ft. Myers, FL 33966
(239) 822-3157
Fax 337-4143

Village of Estero
Eric Wells
21500 Three Oaks Pkwy
Estero FL 33928
239-221-5035

February 3, 2016
Job:

Digital Cameras
Door Release
Panic Buttons

PROPOSAL

Gold Coast will supply and install the below listed equipment at the above stated job site.

Cameras	QTY	Burglary Alarm	Qty
DW 16 Camera Recorder 2 TB	1	DSC Burglary Alarm Panel/ Keypad	1
Hykt Vision 1.3 mega Pixel IR Cameras	11	Panic Buttons	4
POE Switch	1	Wire / Misc	1
CAT 5	4	Price Installed \$995.00	
Misc	1		
Price Installed \$6,909.00			
Door Release Buttons	2		
Price Installed \$275.00			

Price Installed **\$8,179.00**

All conduit, back boxes, penetrations, computer/ monitors "by others".
Monitoring \$20.00 per month

Payment terms: Payment due net 30 days from date of Gold Coast Fire and Security invoice
for work complete equipment on site.

ACCEPTANCE of PROPOSAL

Signature: _____
Printed: _____
Date: _____

Prepared by: _____
Chuck Simonson