ATTACHMENT A - BID SUBMISSION FORM

ltem	Description of Work	Price
Base Bid	 Labor and equipment for replacing existing access control environment Labor and equipment for new BUILDs building in early 2023 All Bids to include: Travel Expenses Delivery Costs Administrative costs All replacement work must be completed by December 31, 2022. New installation for BUILD Building to be determined based on construction times-Estimated March or April. Please note any of the following: Any labor personnel requests of the City of Republic for this project. Any other requests or responsibilities of the City of Republic for this project. 	\$ <u>88,438.1</u>]

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated byreference, the undersigned offers and agrees to furnish the goods and/or services described herein.

City of Republic, Missouri IFB for: Replacement of all current access	Company Legal Name: Kenton Brothers Locksmittys INC
control hardware and software for the City of Republic infrastructure	Address: 3401 E Truman Road Kansas City, MO 64127
213 N Main Street	
Republic, MO 65738	Signature: S. Thank Parnell
	Name and Title: Seemely Consultant
Telephone: 573-607-0143	Dated: 8/11/2022
Cellular: <u>573-607-0143</u>	Bidder's Federal ID Number: <u>44-031377</u> 0
Facsimile: 1-816-4171-1897	
E-mail: <u>Stuart porkENTON BROTHERS</u> ,	com



Proposal: Q2534 City of Republic-Access Control for Main Building and New Building



Prepared for:

10373 City of Republic 213 North Main Street Republic, MO 65738 US



Proposal Issued: 8/11/2022

Proposal Valid to: 09/10/22



ROTHERS INC.

About Us

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

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

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



All Secure. Since 1897



A Women-Owned Enterprise. Grandad would be proud 3401 E. Truman Road | Kansas City, MO 64127 P - 816.842.3700 | F - 816.471.1897 kentonbrothers.com













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

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

Security Solutions:

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

Security Products:

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

Past Performance:

Integrated IP Security Solutions:

• Independence Power & Light--Complete security solution including nonlethal electric fence, turnstiles, locking hardware, IP access control and security cameras with night vision.

• Glazers Distributors--Complete security solution and inventory management system including locking hardware, identity management, IP access control, and high-resolution IP video security.

• Kansas City University of Medicine and Bioscience--IP access control and identity management software, IP security cameras, single network solution.

• Belton School District--IP access control and security cameras on a single platform integrated with the Belton PD.

IP Video Security:

• Independence Police Dept--IP video security solution including high-resolution video cameras and video management software.

• Belton Police Dept--IP video security solution including high-resolution video cameras in the interrogation rooms, microphones, and innovative video managment software.

 Consolidated Container Company--IP video solution for security and quality control. Access Control:

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

• National Nuclear Security Administration, Kansas City Security Complex--Locking hardware, door, and GSA certified container security.

• Waterone of Johnson County--Masterkey system and rekey with bilevel patented key control, administrative software, electrified locking hardware, padlocks, gates, and ADA hardware.

Differentiators:

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

Codes and Classifications:

Cage Code:	6J449	DUNS Numb	er: 02984	48918
NAICS Codes:	327390 332311	423420 423710	423850 561621	561622
PSC Codes:	N063 N075 R429	4240 5410	5411 5810	6350 7520

Company Information:

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

Primary Contacts:

Gina Stuelke, Owner/CEO 816-888-5840gina@kentonbrothers.com		
David Strickland, VP Operations	816-888-5839	davids@kentonbrothers.com
Neal Bellamy, Director of IT	816-888-5833	nealb@kentonbrothers.com
Diane Bowman, Controller	816-888-5847	DianeB@kentonbrothers.com
Ryan Kaullen, Field Services Manager	816-888-5843Ryar	K@kentonbrothers.com

Client Information

Name: 10373 City of Republic Site: 10373 City of Republic

213 North Main Street Republic, MO 65738 US **Billing:** 10373 City of Republic 213 North Main Street Republic, MO 65738 US **Contact:**

'roject Description

Project Objectives

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

Provide a Replacement Access Control System

Project Assumptions

The services and hardware proposed in this document are developed based on the information provided by City of Republic. The configuration and technical details set forth in this document are intended to provide City of Republic with a solution designed to meet the current and future needs of the company. Kenton Brothers assumes:

- Client will grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project.
- Client will provide adequate workspace for KB personnel.
- Client will make available all participating client personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Client will execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any and all training provided as a part of the project scope is designed to give clients an
 initial exposure to the systems involved. It is not designed to be a replacement for the
 comprehensive material offered by the manufacturer's education services.
- Client understands that KB is assuming that the current card readers, cabling, Electronic door hardware, and device power supplies are in working condition and can be reused per the request for bid provided by City of Republic. KB can supply these items if needed at an additional cost.
- All work will be performed during normal business hours.

Scope of Engineering Work

The following is an overview of the engineering work to be performed and outlines KB responsibilities for the successful completion of this project:

Headend Command Software

- KB will work with client to see if we can get a export of information from the existing Keyscan system.
- KB will the install a new the Gallagher Command Software on a server provided by City of



Republic. In order to minimize downtime KB will prepare the new Gallagher system so that we can plan a cut over of one location at a time until all locations are installed.

- City of Republic will work with KB to attach the Gallagher command server to communicate with the City's network. The server will need to communicate with all of the new controller locations. If allowed the server will also need to communicate with the outside world for remote service and programming.
- KB will use the export as an import of users into the new Gallagher system. If an export can not be obtained, KB will train the client on how to add the users so that the client can enter them into the Gallagher system as training.
- network.
- KB will install the client management software on up to 3 PC's provide by client and work with them to make sure it working properly

City Hall (1controller & 1 Reader)

- KB will verify proper operation of the existing door and reader hardware before removing the Keyscan panels. KB will notify client if hardware is found that is not performing properly to provide repair estimates.
- KB will remove the Keyscan ACC panels from the wall and replace them with New Gallagher 6000 Controllers.
- KB will re terminate the existing portals to the new Gallagher panels.
- KB will use existing power supplies to power the door hardware. If additional power supplies are needed KB can provide them at an additional cost.
- KB will replace the existing door readers with Gallagher readers with Bluetooth availability.
- KB will re terminate the readers to the Gallagher system.
- KB will re terminated to the existing REX and DPS devices as needed if they are already installed and operating on the existing doors.
- KB will verify proper operation of the Gallagher system with theses doors.

Fire Station 1 (1controller & 4 Readers)

- KB will verify proper operation of the existing door and reader hardware before removing the Keyscan panels. KB will notify client if hardware is found that is not performing properly to provide repair estimates.
- KB will remove the Keyscan ACC panels from the wall and replace them with New Gallagher 6000 Controllers.
- KB will re terminate the existing portals to the new Gallagher panels.
- KB will use existing power supplies to power the door hardware. If additional power supplies are needed KB can provide them at an additional cost.
- KB will replace the existing door readers with Gallagher readers with Bluetooth availability.
- KB will re terminate the readers to the Gallagher system.
- KB will re terminated the existing REX and DPS devices as needed if they are already installed and operating on the existing doors.
- KB will verify proper operation of the Gallagher system with theses doors.

Fire Station 2 (1controller & 5 Readers)

- KB will verify proper operation of the existing door and reader hardware before removing the Keyscan panels. KB will notify client if hardware is found that is not performing properly to provide repair estimates.
- KB will remove the Keyscan ACC panels from the wall and replace them with New



Gallagher 6000 Controllers.

- KB will re terminate the existing portals to the new Gallagher panels.
- KB will use existing power supplies to power the door hardware. If additional power supplies are needed KB can provide them at an additional cost.
- KB will replace the existing door readers with Gallagher readers with Bluetooth availability.
- KB will re terminate the readers to the Gallagher system.
- KB will re terminated the existing REX and DPS devices as needed if they are already installed and operating on the existing doors.
- KB will verify proper operation of the Gallagher system with theses doors.

Police Department (5controller & 28 Readers)

- KB will verify proper operation of the existing door and reader hardware before removing the Keyscan panels. KB will notify client if hardware is found that is not performing properly to provide repair estimates.
- KB will remove the Keyscan ACC panels from the wall and replace them with New Gallagher 6000 Controllers.
- KB will re terminate the existing portals to the new Gallagher panels.
- KB will use existing power supplies to power the door hardware. If additional power supplies are needed KB can provide them at an additional cost.
- KB will replace the existing door readers with Gallagher readers with Bluetooth availability.
- KB will re terminate the readers to the Gallagher system.
- KB will re terminated the existing REX and DPS devices as needed if they are already installed and operating on the existing doors.
- KB will verify proper operation of the Gallagher system with theses doors.

Community Development (1controller & 2 Readers)

- KB will verify proper operation of the existing door and reader hardware before removing the Keyscan panels. KB will notify client if hardware is found that is not performing properly to provide repair estimates.
- KB will remove the Keyscan ACC panels from the wall and replace them with New Gallagher 6000 Controllers.
- KB will re terminate the existing portals to the new Gallagher panels.
- KB will use existing power supplies to power the door hardware. If additional power supplies are needed KB can provide them at an additional cost.
- KB will replace the existing door readers with Gallagher readers with Bluetooth availability.
- KB will re terminate the readers to the Gallagher system.
- KB will re terminated the existing REX and DPS devices as needed if they are already installed and operating on the existing doors.
- KB will verify proper operation of the Gallagher system with theses doors.

Public Works (1controller & 4 Readers)

- KB will verify proper operation of the existing door and reader hardware before removing the Keyscan panels. KB will notify client if hardware is found that is not performing properly to provide repair estimates.
- KB will remove the Keyscan ACC panels from the wall and replace them with New Gallagher 6000 Controllers.
- KB will re terminate the existing portals to the new Gallagher panels.
- KB will use existing power supplies to power the door hardware. If additional power



supplies are needed KB can provide them at an additional cost.

- KB will replace the existing door readers with Gallagher readers with Bluetooth availability.
- KB will re terminate the readers to the Gallagher system.
- KB will re terminated the existing REX and DPS devices as needed if they are already installed and operating on the existing doors.
- KB will verify proper operation of the Gallagher system with theses doors.

New Building (2 controllers & 14 Readers)

- KB will verify proper operation of the existing door and reader hardware before removing the Keyscan panels. KB will notify client if hardware is found that is not performing properly to provide repair estimates.
- KB will remove the Keyscan ACC panels from the wall and replace them with New Gallagher 6000 Controllers.
- KB will re terminate the existing portals to the new Gallagher panels.
- KB will use existing power supplies to power the door hardware. If additional power supplies are needed KB can provide them at an additional cost.
- KB will replace the existing door readers with Gallagher readers with Bluetooth availability.
- KB will re terminate the readers to the Gallagher system.
- KB will re terminated the existing REX and DPS devices as needed if they are already installed and operating on the existing doors.
- KB will verify proper operation of the Gallagher system with theses doors.

Programming

- KB will work with City of Republic to program the new Gallagher system. Including user setup and data import.
- KB will Provide two 4hrs sessions for training of the new Gallgher system to include user management, Access levels, Card management software....etc.
- KB will verify with the customer that the new system is in proper working condition for final project sign off.



2

Main Building

Unassigned

1	Gallagher A17504	\$13.35
	AC Power Cord for Power Supply	
	Equipment:	\$13.35
	Labor:	\$0.00
	Unassigned Total	\$13.35

Access Control

100	Gallagher 2A8570 MOBILE CONNECT CREDENTIAL	\$680.00	
2	5 Finish Labor	\$3,250.00	
30	Gallagher 2A8943 LICENSE DOOR	\$3,421.72	
3	Programming Labor	\$405.00	
6	Gallagher A738 Battery 12VDC & Amp Hour - Use two per Dual Cabine	\$132.00	
150	Gallagher C196501 Encoding Single Technology ISO Card	\$168.00	
150	Gallagher C297404 MIFARE DESFIRE KEYFOB 4K EV2	\$885.00	
6	Gallagher C300100 CONTROLLER 6000 STANDARD	\$8,629.14	
1	8 Electrical Trim Labor	\$2,340.00	
6	Gallagher C300182 8 HBUS MODULE	\$6,665.82	
3	Electrical Trim Labor	\$390.00	
1	Gallagher C300460 T20 MULTI TECH TERMINAL BLACK	\$692.71	
1	Electrical Trim Labor	\$130.00	



44	Gallagher C300480 T15 MULTI TECH READER BLACK	\$12,598.08	
4	44 Electrical Trim Labor	\$5,720.00	
5	Gallagher C305720 LSP E2 Cabinet with 6A PSU	\$2,095.00	
5	5 Electrical Trim Labor	\$650.00	
1	Gallagher C305721 LSP E4 CABINET WITH 12A PSU	\$652.00	
1	1 Electrical Trim Labor	\$130.00	
6	Gallagher C305740 LSP B100 SECONDARY VOLTAGE MODULE	\$420.00	
З	3 Finish Labor	\$390.00	
6	Gallagher C305741 LSP C8 LOCK CONTROLLER MODULE 8 OUTPUTS	\$606.00	
3	3 Finish Labor	\$390.00	
3	Gallagher C305743 LSP D8 POWER DISTRIBUTION MODULE	\$135.00	
1	1.5 Finish Labor	\$195.00	
6	Gallagher C305760 CONTROLLER MOUNTING BRACKET	\$408.30	
Э	3 Electrical Trim Labor	\$390.00	
10	Kenton Brothers Misc	\$1,000.00	
14	Kenton Brothers Per Diem with Hotel Per Diem and Hotel		
12	Kenton Brothers Programming Labor Programming Labor		
1	12 Programming Labor	\$1,620.00	
8	Kenton Brothers Training Training Labor		
8	8 Training Labor	\$1,080.00	
21	Kenton Brothers Travel Labor		
2	21 Unassigned Labor	\$2,835.00	
	Equipment:		\$39,188.77
	Labor:		\$23,205.00
	Access Control Total		\$62,393.77

8/11/2022 Proposal # Q2534

ő

City of Republic-Access Control for Main Building and New Building Page 11 of 24



3	2	Gallagher 2A8067	\$1,126.98
		LICENSE WORKSTATION	
	4	Programming Labor	\$540.00
-	1	Gallagher 2A8071	\$1,326.03
aller .		LICENSE PHOTO ID	
	0	.1 Finish Labor	\$13.00
	1	Gallagher C201311	\$828.97
allo		COMMAND CENTRE 16 DOORS	
	4	Programming Labor	\$540.00
		Equipment:	\$3,281.98
		Labor:	\$1,093.00
		Software Total	\$4,374.98
Equip	ment:		\$42,484.10
Labor			\$24,298.00
Main	Building	Tatal	\$66,782.10

3

÷

New Building

Access Control

14	Gallagher 2A8943 LICENSE DOOR	\$1,607.06
	1.4 Programming Labor	\$189.00
1	Gallagher A17504 AC Power Cord for Power Supply	\$15.21
1	Gallagher A738 Battery 12VDC & Amp Hour - Use two per Dual Cabine	\$20.00
2	Gallagher C300100 CONTROLLER 6000 STANDARD	\$2,876.38
	6 Electrical Trim Labor	\$780.00
1	Gallagher C300142 4 HBUS MODULE	\$555.49
	0.5 Finish Labor	\$65.00
1	Gallagher C300182 8 HBUS MODULE	\$1,110.97
	0.5 Electrical Trim Labor	\$65.00
1	Gallagher C300460 T20 MULTI TECH TERMINAL BLACK	\$692.71
	1.5 Electrical Trim Labor	\$195.00
13	Gallagher C300480 T15 MULTI TECH READER BLACK	\$3,722.16
	19.5 Electrical Trim Labor	\$2,535.00
2	Gallagher C300660 HBUS 8 IN 2 OUT DOOR MODULE	\$857.64
	1 Finish Labor	\$130.00
1	Gallagher C305721 LSP E4 CABINET WITH 12A PSU	\$652.00
	1 Electrical Trim Labor	\$130.00
3	Gallagher C305740 LSP B100 SECONDARY VOLTAGE MODULE	\$210.00
	1.5 Finish Labor	\$195.00

City of Republic-Access Control for Main Building and New Building Page 13 of 24



1 Gallagher C305743	\$45.00
LSP D8 POWER DISTRIBUTION MODULE	
0.5 Finish Labor	\$65.00
1 Gallagher C305760	\$68.05
CONTROLLER MOUNTING BRACKET	
0.5 Electrical Trim Labor	\$65.00
2 Gallagher C305761	\$29.34
DOOR MODULE MOUNTING BRACKET	
1 Finish Labor	\$130.00
6 Kenton Brothers Per Diem with Hotel	
Per Diem and Hotel	
12 Kenton Brothers Programming Labor	
Programming Labor	
12 Programming Labor	\$1,620.00
12 Kenton Brothers Travel Labor	
12 Unassigned Labor	\$1,620.00
Equipment:	\$12,462.01
Labor:	\$9,194.00
Access Control Total	\$21,656.01
Equipment:	\$12,462.01
Labor:	\$9,194.00
New Building Total	\$21,656.01
Equipment Subtotal:	\$ 54,946.1 1
Labor Subtotal:	\$33,492.00



PROJECT INVESTMENT SUMMARY

Equipment:	\$54,946.11
Unassigned Labor (33.0000 hours):	\$9,155.00
Electrical Trim Labor (104.0000 hours):	\$13,520.00
Finish Labor (37.1000 hours):	\$4,823.00
Programming Labor (36.4000 hours):	\$4,914.00
Training Labor (8.0000 hours):	\$1,080.00

Grand Total:

\$88,438.11

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

System Investment

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

imated Invoice Schedule	Amount	
Initial Deposit	\$26,531.43	
Progress Payment	\$0.00	
Progress Payment	\$0.00	
Final	\$61,906.68	

Payment Terms:

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





PROJECT ACCEPTANCE

Proposal Acceptance:

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

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

AGREEMENT

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

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

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

Accepted by:

Client:

Parnell, Stuart

Contractor:	Kenton Brothers
Shun	+ Pamul
Jun	1 V WMM

Date

August 11, 2022

Date



STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

(a) "CCTV" means closed circuit television.

(b) "Customer Location(s)" means the location(s) of Customer identified in the Schedule.

(c) "Effective Date" means the effective date of this Agreement established on page 1 hereof.

(d) "Equipment" means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items

(e) "Fees" means the KB's costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable Schedule.

(f) "Installation Services" means the process by which KB installs Equipment and/or Software for Customer pursuant to a Schedule.

(g) "Leased Equipment" means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a Schedule.

(h) "Licensed Software" means the machine readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.

(i) "Purchased Equipment" means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a Schedule.

(j) "Remote Video Equipment" means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any computer or smart phone connected to high speed Internet.

(k) "Remote Video Server Access" means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities.

(I) "Schedule" means any purchase schedules or other order forms executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. Schedules become effective upon execution by both parties.

(m) "Services" means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a Schedule, including any changes, modifications, improvements and enhancements KB provides pursuant to a Schedule and this Agreement.

(n) "Software" means the Licensed Software and Sublicensed Software.

(o) "Sublicensed Software" means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees to sublicense, to Customer pursuant to a Schedule, together with new releases, updates, corrections and patches to same developed by third party.

(p) "Maintenance and Support Services" means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a Schedule.

(q) "Maintenance and Support Services Schedule" means a Schedule in which Customer elects to purchase Maintenance and Support Services.

(r) "Work Product" means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

2. STANDARD TERMS AND CONDITIONS

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

3. SERVICES

(a) <u>Services</u>. During the term of this Agreement, KB will provide the Services set forth on the applicable Schedule. Unless otherwise expressly provided in a Schedule, the Services (including, without limitation, Maintenance and Support Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.



(b) <u>Changes in Scope of Work</u>. Customer may from time to time desire to make changes in the scope of work set forth in the applicable Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised Schedule, change order or other written document acceptable to both parties, reflecting the changes.

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

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

(e) <u>Installation Services</u>. If and to the extent Customer purchases Installation Services pursuant to a Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause, including, without limitation, KB negligence.

4. EQUIPMENT AND SOFTWARE

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

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

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

(d) <u>Sublicensed Software</u>. KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a Schedule or described as Sublicensed Software on a Schedule, subject to the limitations, restrictions and other terms imposed by the thirdparty supplier as further described in Section 4.(f).

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

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

(g) <u>Disclaimer of Warranties; Third-Party Terms</u>. Except as expressly provided in Section 12, KB makes no warranties, express or implied, to Customer regarding any Equipment or Software. If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

5. MAINTENANCE AND SUPPORT SERVICES

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

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



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

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

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

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

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

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

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

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

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

6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE

(a) 90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. Consistent with Section 12, KB disclaims all warranties, other than the warranty in this Section 6.(a).

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

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

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

(e) Payment. Unless otherwise stated in the applicable Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice.



7. FEES AND PAYMENT

(a) <u>Fees</u>. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 3401E Truman Rd. Kansas City MO 64127 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).

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

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

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

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

8. CUSTOMER OBLIGATIONS

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

(b) <u>Customer's Information Technology Systems</u>. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems.

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

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

9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a Schedule, KB will contract directly with a third party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable Schedule. This third party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable under any circumstances for any events arising out of or in any way related to the third party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

10. TERM; TERMINATION

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

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



Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

(c) Effect of Termination. Upon the expiration or other termination of a Schedule for any reason, each party's rights and obligations under the Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the Schedule. If any Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the applicable Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment.

11. RELATIONSHIP OF PARTIES

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

12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6.(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. KB shall be the sole judge, using its reasonable judgement, in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to reperform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment and KB. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

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

13. LIMITATION OF LIABILITY

KB SHALL HAVE NO LIABILITY FOR ANY DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE EQUIPMENT, THE SOFTWARE OR THE SERVICES, WHETHER CAUSED BY KB'S NEGLIGENCE, FAULT, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF



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

14. INDEMNIFICATION BY CUSTOMER

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

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

15. EXCULPATORY CLAUSE

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

16. CONFIDENTIAL INFORMATION

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

(b) <u>Remedies</u>. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100.00. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

17. NOTICE TO OWNER

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

18. ARBITRATION OF DISPUTES

(a) <u>Arbitration</u>. Except as provided in Section 18.(c) below, the parties agree that all claims, disputes or controversies between KB and Customer which arise out of or relate to this Agreement, or the breach thereof, shall be submitted to and resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including its Emergency Rules) then in effect and judgment



on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any demand for arbitration must be filed promptly and within a reasonable time after a claim, dispute or controversy has arisen and in no event later than one (1) year after the cause of action accrued.

(b) Place. The parties agree the place of arbitration shall be in Kansas City, Missouri.

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

19. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding.

20. GENERAL PROVISIONS

(a) <u>No-Hire.</u> Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of two (2) years after termination of this Agreement or two (2) years after such employee leaves the employment of KB.

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

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

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

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

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

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

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

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

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





.

ŝ





Kenton Brothers Systems for Security 3401 E Truman Road Kansas City, MO 64127 (816) 842-3700

Please find enclosed Kenton Brothers bid for the City of Republic-Access Control Replacement Project. We appreciate the opportunity to bid this project.

We are proposing a Gallagher Security option. Gallagher is the most secure, encrypted access control system in the world. It is the preferred provider for the United States government (GSA), Great Britain, Australia, Canada and New Zealand among other entities. As a preferred provider for the US government, Gallagher is required to keep a minimum of two years of inventory on hand of which Gallagher manufacturers the majority of their product. As a result, in these times of supply issues and chip shortages, Gallagher has the inventory to complete projects where as other manufacturers are experiencing long lead times for products.

Gallagher's operating platform Command Centre offers great flexibility and the capability of easy, costeffective future expansion. Besides access control, the Gallagher platform has integrations for video, lighting, visitor management, intrusion detection, HVAC, water etc. It truly allows you to control everything within your facilities from one pane of glass.

The Gallagher solution we are proposing will replace the current Key Scan system with 44 readers in the main building and the 14 readers (12 doors and 2 gates) for the new building including controllers. Our bid was based on the information provided by the City of Republic on the IFB and assumes that all the correct wiring, hardware etc are in place as stated. We highly suggest that should Kenton Brothers/Gallagher win this opportunity that we have a design meeting to discuss the project and potential cost saving measures.

Please feel free to reach out to me at the contact information below. Once again, thank you for the opportunity to bid on this project.

Best Regards,

Stuart Parnell Security Consultant Kenton Brothers Systems for Security 1-573-607-0143 stuartp@kentonbrothers.com



GROWING TOGETHER

CITY OF REPUBLIC, MISSOURI

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ. FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00

EFFECTIVE 1/1/2009

STATE OF)) ss. COUNTY OF

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S. Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

	David Strickind
	Printed Name
Subscribed and sworn to before me this <u>(</u>	day of August, 2022. Alame Broom
	Notary Public
My commission expires: Alaril 142021	State of Missouri Jackson County
	Commission # 14617817 My Commission Expires 04-14-2026





THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Kenton Brothers Locksmiths Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.





4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status Page 3 of 17 E-Verify MOU for Employer | Revision Date 06/01/13





(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at <u>E-Verify@dhs.gov</u>. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon Page 4 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see <u>M-795 (Web)</u>) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract, whichever date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and Page 7 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify Page 8 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the





employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.




B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,





Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.





Approved by:

Employer	
Kenton Brothers Locksmiths Inc	
Name (Please Type or Print)	Title
Janet A Shrewsbury	
Signature	Date
Electronically Signed	10/06/2009
Department of Homeland Security – Verific	ation Division
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	10/06/2009
Electronically Signed	10/06/2009





Information Required for the E-Verify Program			
Information relating to your Company:			
Company Name	Kenton Brothers Locksmiths Inc		
Company Facility Address	3401 Truman Rd Kansas City, MO 64127		
Company Alternate Address			
County or Parish	JACKSON		
Employer Identification Number	440312770		
North American Industry Classification Systems Code	811		
Parent Company			
Number of Employees	20 to 99		
Number of Sites Verified for	1 site(s)		





Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MO 1





Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

NameKristen E HarperPhone Number8168885847Fax8164711897Emailkristenh@kentonbrothers.com





This list represents the first 20 Program Administrators listed for this company.

City of Republic, Missouri AFFIDAVIT OF COMPLIANCE WITH INVITATION FOR BID

To be submitted with all Bids in response to this IFB

We **DO NOT** take exception to the IFBDocuments/Requirements.

_____We TAKE exception to the IFB Documents/Requirements as follows:

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name Kenton BROTHERS	ADDENDA
By Styart Parnell Strall Punich	Offeror acknowledges receipt of the following addendum:
(Authorized Person's Signature) Company Address <u>3401 FT ruman Roud</u> Kansas Citur MO (141)77	Addendum No
	Addendum No
Telephone Number <u>816-642-3700</u>	Addendum No
Fax Number 1- 8(6-471-1897	Addendum No
Date 9-1(· 2022	Email Stuart p & KENTON BRUTHERS. COM
	Federal Tax ID No. 44-03 12770
	DBE Vendor (Yes/No): <u>NO</u> Minority Owned: Women Owned: Veteran Owned:



ivnossiM fo 91bt2 viinutration Administration viinutroqq0 laup fo 95iff0

Carmela Thornton

Sarah H. Steelman Commissioner

This is to certify **Kenton Brothers Locksmiths, Inc.** qualifies as a Woman-Owned Business Enterprise that has met the eligibility criteria established by the State of Missouri, Office of Administration.

Howwww

Carmela Thornton, Director, Office of Equal Opportunity

Certification Number: 526 Date of Issue: 1/11/2019 Date of Expiration: 1/11/2022

Current certification status of the above mentioned firm can be verified on the Office of Equal Opportunity Directory's website at https://www.com.lsqpp.l.mo.gov/NWACertifiedFirms/



Gallagher Product Warranty

Product warranty

Gallagher manufactured product undergoes rigorous testing before it leaves our factory. If you do find a fault with our product we offer a warranty to cover you. Gallagher will always endeavour to repair, replace or refund the purchase price of a faulty product to the original purchaser provided the item is returned within the warranty period.

The following warranty periods apply to Gallagher manufactured product:

Limited lifetime warranty

All Gallagher T10, T11, T12 and T15 readers are covered by a Limited Lifetime Warranty.

This means that these readers are warranted for the life of the product, however, as we evolve our reader range to meet customer requirements some readers may become obsolete. If this happens we will continue to honour the warranty of those products for a further five years.

90 day software warranty

We warrant that all software will operate in accordance with the specification for the current release.

Software will be warranted for 90 days from the date the license was filed.

Five year warranty

We are committed to providing you with products of an outstanding quality and to show this we offer a five year warranty on the majority of our current generation of Gallagher manufactured electronic



products. Gallagher maintains a list of products covered by this 5 year warranty. As we develop new products these will also be added to the list and the products they replace will be removed. The products removed from the list will still carry the applicable warranty from their time of purchase.

The products currently covered by a five year warranty include:

- Access control electronics
- Perimeter Controllers and Z10 Sensors
- Type 1A electronics
- PIV electronics

Note: See your Gallagher Certified Installer for a full list of covered products and exclusions.

Additional Warranty

All Gallagher Care Plan customers are eligible to receive an additional 5-year warranty on Gallaghermanufactured electronic products, provided the products meet the requirements of the Gallagher



5-year warranty. For more information, please read our full terms and conditions.



Two year warranty

All other Gallagher manufactured product is covered by a two year warranty.

Repaired and serviced parts

Repaired and serviced parts will continue with their original warranty period or be warranted for 90 days after the repaired or serviced product was shipped, which ever date is later.

Warranty exclusions

- **1.** Product modified or altered without Gallagher's written authorization
- Product which has not been used in accordance with Gallagher's documentation, installation or operating instructions
- 3. Product which has been subjected to conditions not in accordance with those specified in Gallagher technical product specifications, or to unusual electrical or physical stress, fire, lightening, Force Majeure, neglect, contamination by insect or vermin, misuse, abuse, improper storage, testing or connections, power or air conditioning failure, hazardous or unreasonable use, servicing by any third party not authorized by Gallagher to perform such work or servicing, or exposure to airborne contaminants including but not limited to geothermal, chemical, salt spray, local environmental influences etc
- General wear and tear on all readers, cards and transponders is specifically excluded from warranty claims

- 5. Product no longer covered under the applicable warranty period
- 6. Freight costs to return a product to Gallagher
- Installation, maintenance or service costs relating to a warranty claim
- **8.** Any incidental or consequential costs associated with the failure of a Gallagher product under warranty
- 9. Product returned to Gallagher in an un-testable state unrelated to the warranty claim (e.g. Reader wiring cut off at the reader base, Controllers missing connectors unrelated to a fault etc.)
- 10. 3rd party supplied equipment

Where product is outside it's warranty period Gallagher offers a fixed price repair service.

Warranty and service/replacement of products supplied by a third party

Third party products sold by us will be covered under the warranty terms of the respective manufacturer.

Contact your Gallagher Certified Installer for more information on the products you are interested in.

If you have a faulty product

In the first instance contact your Gallagher Certified Installer, they will be able to remove and return the faulty product to us while also handling the warranty process for you.

Gallagher World Headquarters 181 Kahikatea Drive, Melville, Hamilton

Phone +64 7 838 9800 Email security@gallagher.com



Regional Offices

Americas Asia Australia India Middle East South Africa United Kingdom / Europe

Disclaimer

Please note that information contained In this document is intended for general information only. While every effort has been taken to ensure accuracy as at the late of the document, there may be errors or inaccuracies and specific details may be subject to change without notice Copyright © Gallagher Group Limited.



security.gallagher.com

Protect your world

Innovative business and security solutions

security.gallagher.com





Protecting what's important



Keeping your people and your business safe is the cornerstone of what we do. Gallagher is built on a solid foundation of innovation, we are driven every day to design and develop world-leading technology that provides certainty for a safe and assured future.

With a strong focus on delivering genuine business value, our solutions will help you create smarter, more secure, and more cost-effective environments.

Gallagher solutions include command and control software, access devices, intruder intelligence, and perimeter sensor

technology, our technology is currently being used to protect people and optimize organizations in over 130 countries.

We're excited to work with you to create a security solution that protects your world now and into the future.



State-of-the-art solutions

Gallagher's security solutions protect some of the world's most valuable assets. Our experience in the security industry and acclaimed expertise in research, design, and development, has seen us grow into a multi-national organization. Our security and business management systems are trusted and employed in all major industries, including national and local government, military and defense, transport and logistics, critical infrastructure, mining, corrections, finance, education, entertainment, and healthcare.

Gallagher's Command Centre security management platform is recognized as one of the world's most powerful

security systems. At its core, the system integrates access control, intruder alarms management, perimeter security, and business policy execution. Command Centre provides a single operator interface across a broad spectrum of functionality.

Able to integrate and interface with multiple third-party systems, Command Centre provides a central platform to connect and exchange security information. Leveraging a client-server architecture with a powerful and versatile feature set, Command Centre enables system operators to configure, monitor, and control their security system with exceptional visibility over site activities and incidents.



Access control

From one door to thousands of doors, Gallagher's access control solution provides organizations with peace of mind that movement throughout their site is managed simply and efficiently to ensure operational continuity and a safe, secure environment.

Our access control provides the flexibility to be tailored specifically to your requirements, now, and in the future. There are multiple access options, from contactless cards to mobile or biometric access, and the ability to integrate building systems and services such as heating, air conditioning, printing or locker use.

Mobile Solutions

Gallagher mobile solutions allow you to take your security on the move. Whether it's the flexibility to monitor a system from any location, or the convenience of using a smart phone in place of an access card or ID card, our extensive range of mobile solutions are designed to deliver userfriendly technology, underpinned by the strongest security.

Emergency response

In an emergency, Gallagher's access control solutions allow you to quickly and easily lock down the site with the push of a button. Our Broadcast Notifications feature enables you to communicate via SMS or email to update people on site about potential hazards or shutdowns, getting critical information directly to those who need it. Gallagher's Tab Boards feature enables you to identify and account for personnel in specific zones.



Identity management

Delivering more than traditional access control, Gallagher provides integrated identity management for employees, contractors, and visitors, across multiple sites and zones. Through credential-based access profiles, the system supports business compliance by validating, in real-time, that those entering a site or restricted zone are compliant with the necessary policies, licenses, and training.

Gallagher's T-Series range of smartcard and multitechnology readers are designed to deliver outstanding performance in high-traffic areas and to withstand adverse environmental conditions.

The durability and robust design allows for external mounting and ensures an extended life expectancy that consistently delivers a return on investment.

Effectively protecting critical sites with some of today's highest security standards is essential in ensuring the safety of the public and enforcing government laws and regulations. Trusted world-wide by corrections and defense facilities, utilities and civil infrastructure as well as government departments, we believe Gallagher solutions deliver global best practice when it comes to high security requirements.

Perimeter solutions

Gallagher's perimeter security solutions can be tailored to suit your individual requirements and work within your budget. A monitored pulse fence provides the first line of physical defense in preventing unauthorized access, and can be used in conjunction with existing fence structures or can be installed as an independent freestanding fence.

Gallagher's networked perimeter solutions provide an advanced level of perimeter security through the use of highly intelligent controllers, detection sensors, and monitoring devices, which actively report on the fence status and generate alarms and notifications accordingly.

Controllers have the capacity to interface with other systems, including outdoor lighting – enabling lights to turn on automatically in an area where a security breach is occurring; and video surveillance – producing a visual record of attempted attacks on the perimeter.



Visitor Management

Gallagher's Visitor Management Workstation provides a targeted user interface for reception staff to manage the arrival and departure of visitors to site – including updating visitor details, capturing ID photographs, printing visitor labels, assigning escorts, and providing a visitor access card. The system provides manual or automated email/SMS communication to notify hosts of a visitor's arrival or alert staff about a visitor whose time on-site has expired.

Gallagher's Visitor Management Kiosk integrates seamlessly with the Visitor Management Workstation, enabling visitors arriving on site to sign-in for a visit independently of a receptionist by using the touch-screen kiosk.

Software Maintenance

Software Maintenance ensures you receive regular software updates, giving you access to all the latest enhancements, features, and improved functionality of the Gallagher Command Centre security platform. Our ongoing investment in research and development ensures we continually improve the quality and performance of our software. We offer a range of plans to ensure your security system stays up-to-date with the latest security innovations.

Integrations

Integrations with third-party solutions enable you to bring information from imaging systems, biometrics, intercoms, elevators, non-wired doors, building management systems, and human resource programs, in to Gallagher Command Centre – creating a single, central operating platform which manages total site security.



Scalability

Innovative solutions make sophisticated security easy to manage. Add functionality as your business grows, through highly secure, scalable, and flexible solutions.

Gallagher solutions support an unlimited number of cardholders, doors, and fence zones, providing unrestricted potential for system expansion, in line with your evolving operational needs.

Reporting

Gallagher's Command Centre software management platform provides superior reporting functionality giving you complete flexibility for producing meaningful audit trails. Reports are easily customized and simple to create, resulting in reduced administration time.

Data control

Through our Command Centre platform, personnel data including human resource information, security access permissions, licensing, training records, and photo identification, can be imported, managed, and shared with other systems – enabling you to maintain a single source of data.

Built-in security

Cyber security breaches are rated as one of the top risks for businesses worldwide, and your security system is a critical part of protecting your business from cyber attack. At Gallagher, our solutions are designed from inception to be as cyber secure as possible. We continuously evolve our solutions to meet the changing threat at a software and physical level, building in robust cyber security at every stage.

Not only are security features built in to our products but all our products undergo rigorous testing by both internal and external vulnerability testers to ensure that we provide the most cyber secure products possible.

Working in partnership



Through collaboration and personal relationships we build partnerships with our customers, channel partners, and industry partners that stand the test of time.

Certified Channel Partners

We work in collaboration with our global network of Certified Channel Partners to deliver our products and systems to you. Gallagher Channel Partners are security installation professionals who have received accreditation through our rigorous training and product certification program.

Industry alliances

Gallagher is proud to work with some of the best technology companies in the world to provide a comprehensive suite of security solutions.

Our third-party partnerships are developed with companies who share our values of outstanding quality, excellence in innovation, and a commitment to our customers.

Support Services

From planning and configuring systems, to site commissioning, remote software diagnostics, and on-site assistance, supporting our customers is very important to us. To enable your staff to operate the system at its full potential, we provide in-depth and ongoing training.

System architecture

Gallagher delivers a complete site management solution with a product architecture that flows from powerful software to robust and reliable hardware. Connected via information networks, all of the components combine to provide your site with a scalable, secure and reliable security solution.



A truly global operation



We have offices and staff located around the world enabling us to meet with you personally and truly understand your operational needs.

Operating across a broad range of industries, Gallagher has the experience and expertise to help you strengthen

your organization's security and enhance your operational efficiency. No matter your requirements, our team of solution specialists will work with you to design a system that perfectly meets your business requirements.

Gallagher Asia

+852 3468 5175 sales.cn@security.gallagher.com

Gallagher Australia

+61 3 9308 7722 sales.au@security.gallagher.com

Gallagher Canada

+1 403 463 1454 sales.usa@security.gallagher.com

Gallagher Europe

+44 2476 64 1234 sales.eu@security.gallagher.com

Gallagher India

+91 98 458 92920 sales.in@security.gallagher.com

Gallagher Middle East

+961 5 808 728 sales.me@security.gallagher.com

Gallagher New Zealand

+64 7 838 9800 sales.nz@security.gallagher.com

Gallagher North America

+1 816 421 2005 sales.usa@security.gallagher.com

Gallagher South Africa

+27 11 9744740 sales.africa@security.gallagher.com

Contact us

Talk to Gallagher today

For more information, contact us: P. +64 7 838 9800 E. security@gallagher.com

GALLAGHER WORLD HEADQUARTERS

Kahikatea Drive, Hamilton 3206 Private Bag 3026. Hamilton 3240 New Zealand

TEL: +64 7 838 9800 EMAIL: security@gallagher.com







vevv Zealanu	
Inited Kingdom / Europy	

DISCLAIMER: This document gives certain information about products and/or services provided by Gallagher Group. Limited or tare tablated companies information is subject to change writhout motion and information and the subject to change writhout motion and information. Callagher Group makers to a charge writhout motion and information and gaher Group makers or representation as to its accuracy or completeness and it should not a certain and accuracy of a certain set of the source of the information callagher Group makers or instituted or law. If the other termined by a law discrete of the source of the source

3E0842 - 11/20





Gallagher Product Warranty

Product warranty

Gallagher manufactured product undergoes rigorous testing before it leaves our factory. If you do find a fault with our product we offer a warranty to cover you. Gallagher will always endeavour to repair, replace or refund the purchase price of a faulty product to the original purchaser provided the item is returned within the warranty period.

The following warranty periods apply to Gallagher manufactured product:

Limited lifetime warranty

All Gallagher T10, T11, T12 and T15 readers are covered by a Limited Lifetime Warranty.

This means that these readers are warranted for the life of the product, however, as we evolve our reader range to meet customer requirements some readers may become obsolete. If this happens we will continue to honour the warranty of those products for a further five years.

90 day software warranty

We warrant that all software will operate in accordance with the specification for the current release.

Software will be warranted for 90 days from the date the license was filed.

Five year warranty

We are committed to providing you with products of an outstanding quality and to show this we offer a five year warranty on the majority of our current generation of Gallagher manufactured electronic



products. Gallagher maintains a list of products covered by this 5 year warranty. As we develop new products these will also be added to the list and the products they replace will be removed. The products removed from the list will still carry the applicable warranty from their time of purchase.

The products currently covered by a five year warranty include:

- Access control electronics
- Perimeter Controllers and Z10 Sensors
- Type 1A electronics
- PIV electronics

Note: See your Gallagher Certified Installer for a full list of covered products and exclusions.

Additional Warranty

All Gallagher Care Plan customers are eligible to receive an additional 5-year warranty on Gallaghermanufactured electronic products, provided the products meet the requirements of the Gallagher



5-year warranty. For more information, please read our full terms and conditions.

