



November 18, 2021

Attn: Catherine Shull
Detention Administrator
Independence Police

Project: Detention Center Camera Upgrades – Quote 2
Location: Independence, MO

Thank you for the opportunity to work with you on the proposed project. This proposal is to provide upgrades to the camera system for the Independence PD Building. C&C Group is proud to present the below solution for your consideration. We look forward to working with you on the project.

*** Price does not include tax. Need project tax exempt certificate to order equipment.

*** Please reference MARC 3R Pricing

SCOPE OF WORK:

C&C Group will provide parts and labor to replace the cameras at the following locations:

- PB Stairwell Ground Floor
- PB Stairwell 1st Floor
- PB Ground Floor Lobby
- PB Elevator Lobby South
- PB Elevator Lobby North
- PB Main Lobby
- PB Main Lobby West
- PB Police Lobby Southeast
- PB Police Lobby West

New cameras will be programmed into the existing Genetec VMS using existing licenses. Existing cable to remain in use. Each new camera will be equipped with a microphone.

The following is included in this scope:

- Nine (9) Axis P3245-LV Varifocal Fixed Dome Cameras
- Nine (9) Axis TP3901 Microphone Kits
- Installation and Programming Labor
- One-Year Warranty

Exclusions from Proposal:

- Cable and Cable installation
- Taxes
- All necessary IP addresses and Network connections
- All computers, switches, servers, and network related equipment
- Allowances
- Lightning Protection
- Sound Masking
- Performance Bond
- Payment Bond
- Overtime unless noted above
- Miscellaneous cost due to unforeseen conditions

FOR THE TOTAL AMOUNT OF:

Ten Thousand Two Hundred Fifty:\$ 10,250.00

Customer Signature

Customer Printed Name

Date

By signing this proposal, you are authorizing C&C Group to proceed with the services as described in this proposal for the price listed and per the attached Terms & Conditions.

Thank you for the opportunity to submit this proposal. If you have any questions concerning this proposal, or if I may be of any further assistance, please don't hesitate to contact me at 913-530-6258 or jmudge@c-cgroup.com

Sincerely,

Jeff Mudge

Jeff Mudge
Account Executive
Security Division - C&C Group

*Quotation pricing is valid for a period of 30 days. Contracts are subject to approval of our general office and are contingent upon strikes, fire, flood, lightning strikes, governmental legislation or regulation, any other acts of God, and any delays beyond our control. C&C Group terms and conditions apply.

All goods, services and Firmware furnished by C&C Group ("Supplier") are governed by these standard terms and conditions, and every agreement or other Undertaking by Supplier is expressly conditioned on assent hereto by the buyer, and any end-user with whom Supplier undertakes to deal, of Supplier's good, services, and Firmware ("Customer"). These Standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgement. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgement, Customer's purchase order form, or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS, SERVICES, OR FIRMWARE EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGEMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS, AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

1. **Firmware.** The term "goods" as used herein shall include Firmware which shall mean the set of instructions, consisting of symbolic language, processes, logic routines, and programmed information in the form of firm or soft media relating to any of the goods and all revisions and modifications thereof.
2. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgement, price and delivery terms are FOB Supplier's plant and do not include sales, use, or other taxes. Supplier may, at its option, make partial shipments and invoice for same.
3. **Payment/Credit/Security.** Payment terms for buyers with a credit standing deemed adequate by Supplier are net 30 days from the date of the invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law but in no event to exceed 1-1/2% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer; revoke its extension of credit to Customer, reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer, and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier. In the event you choose to pay via credit card please add 2% processing fee to your payment.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend any further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that customer was entitled to withhold such amount. Supplier shall be entitled to recover from Customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

4. **Cancellation by Customer.**
 - a) Except as provided in sub-paragraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection all goods purchased and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer.
 - b) Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily resalable by Supplier at a reasonable price) shall entitle Supplier to recover damages as provided by law, including Supplier's lost profits.
5. **Warranty.** Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier, Supplier does not warrant, and shall not be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers, or other non-employees of Supplier.

As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the day of delivery by Supplier to the site for C&C Group equipment and for Systems goods, which have been installed and operated under normal conditions and in accordance with generally accepted industry practices. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets by Supplier from time to time.

The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED BY SUPPLIER.

In the case of Supplier's breach of warranty or any other duty with respect to the quality of the goods, the sole and exclusive remedies therefore shall be, at Supplier's option, (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

Return authorization must be obtained from Supplier prior to the return of any defective material. All unauthorized returns will be sent back, freight collect, to the Customer. All returns must be made with transportation prepaid by the Customer. Supplier's examination of the units must disclose to its satisfaction that defects exist and have not been caused by misuse, neglect, improper installation, repair, alteration, or accident before replacement is made or credit issued.

6. **Force Majeur.** Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impracticable: strikes, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of the Supplier.
7. **No Consequential Damages.** Under no circumstances shall Supplier be liable to any person (including distributor) for loss of use, income, or profit or for incidental, special, or consequential or other similar damages, arising, directly or indirectly out of or occasioned by the sale, operation, use, installation, repair, or replacement of the goods or services, whether such damages are based on claim of breach of express or implied warranties (including merchantability or fitness for a particular purpose), tortious conduct (including negligence and strict liability) or any other cause of action, except only in the case of personal injury where applicable law requires such liability.