VILLAGE OF KEY BISCAYNE

Village Council
Franklin H. Caplan, *Mayor*
Mayra P. Lindsay, *Vice Mayor*
Michael W. Davey
Theodore J. Holloway
Michael E. Kelly
Ed London
James S. Taintor

MEMORANDUM

DATE: December 4th, 2012

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Village Manager

RE: Capital Project Resolution Authorizing the Purchase of an Updated Closed Captioned Television (CCTV) Digital Recording and an Identification / Key Card Security Systems

RECOMMENDATION

It is recommended that the Village Council authorize the Village Manager to purchase an updated Closed Caption Television (CCTV) digital recording and an Identification / Key Card Security Systems from Kratos HBE Public Safety and Security Solutions for a total not to exceed $50,924.31.

BACKGROUND

The existing CCTV digital recording and Identification / Key Card Security Systems have been in use since the Village Hall was inaugurated. For over ten years these systems were used extensively. These systems use obsolete technologies that are no longer supported by the original manufacturers. Repairs to these systems have become nearly impossible and replacement parts (if available) are very costly. For these reasons, it is recommended that all the equipment is replaced with current technologies that allow for integration and interoperability between the Fire and Police Departments, as well as, City of Miami Emergency Operations Center (EOC). It is recommended to waive the competitive bidding process since no two (2) vendor's offer the same exact equipment and the configuration and integration process will affect the Police and Fire Departments' systems purchased by the City of Miami EOC.

The total project cost funded by the FY13 CIP is $48,295.31. The remaining balance of $2,629 will be paid from the FY13 Miami-Dade Edward Byrne Grant.

RESOLUTION NO. 2012-_____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE PURCHASE OF AN UPDATED CCTV DIGITAL RECORDING AND AN IDENTIFICATION / KEY CARD SECURITY SYSTEMS FOR THE VILLAGE OF KEY BISCAYNE; PROVIDING FOR IMPLEMENTATION AND AUTHORIZING THE VILLAGE MANAGER TO COMPLETE THE PURCHASE OF THE EQUIPMENT AND EXECUTE AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.07(b) of the Village Charter, the Village Council desires to authorize an expenditure for the purchase of an updated Closed Caption Television (CCTV) Digital Recording and an Identification / Key Card Security Systems; and

WHEREAS, the Equipment in-place now has become obsolete with over 10+ years of use. It is no longer supported by the original manufacturer and is no longer recommended to repair; and

WHEREAS, the Village will utilize a similar system as that purchased by the City of Miami under GSA Contract #GS07F0326T and by Key Biscayne Fire Department for the purpose of allowing system interoperability and ease of integration as needed at the Miami Police Emergency Operations Center (EOC) for the Police and Fire Departments; and

WHEREAS, the Village Council finds, upon advice from the Village Attorney, that no competitive bidding is required for the purchase of the Equipment pursuant to Village Code Section 2-85, which authorizes the Council, by majority vote, to waiver competitive bidding procedures if the Council determines that it is impractical to apply such procedures; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to proceed with the purchase of the Equipment from Kratos HBE Public Safety and Security Solutions and enter into an agreement as indicated in this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

Section 2. **Contract Approved.** That the purchase of the Equipment from Kratos HBE Public Safety and Security Solutions as described in attached quotations and scope of work agreements, final attached hereto as Exhibit "A", is hereby approved.

Section 3. **Purchase Authorized, Specification of Funds.** That the acquisition of the Equipment described in the attached quotations and scope of work agreements, Exhibit "A" is hereby approved and authorized, subject to the restriction that the total project cost of the Equipment authorized herein shall not exceed **$50,924.31**. The funding source shall be the Capital Improvement Projects fund under The Village Hall Maintenance for $48,295.31. Additional funding will be obtained as re-imbursement from Miami-Dade Edward Byrne Grant F/Y 2013 for a total of $2,629.00.

Section 4. **Implementation.** That the Village Manager is hereby authorized to take any and all action necessary to implement the purposes of this Resolution, and is authorized to sign any necessary purchase agreements, subject to the approval of the Village Attorney as to form and legal sufficiency.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this ____ day of November, 2012.

_____
MAYOR FRANKLIN CAPLAN

ATTEST:

_____
CONCHITA H. ALVAREZ, CMC,
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

Exhibit A

KRATOS | HBE

KRATOS PUBLIC SAFETY & SECURITY SOLUTIONS, INC.

5773 N.W. 158 Street, Miami Lakes, Fl. 33014

TEL: 954-868-9937 FAX: 305-822-8566

November 20, 2012

Bid Proposal For:

Type of System: Village of Key Biscayne Police Department Video Upgrade

SCOPE OF WORK

This proposal is for a video system upgrade to the existing analog system at KBPD. All existing cameras will be coverted from an analog to digital via encoders. A 5TB server will be installed in the existing video rack. 8 camera license will be installed on the server with five client connections. The customer will provide a viewing station computer and monitors for the system.

The existing rooftop PTZ camera will be relocated approximately 60 feet to south on the parapet. All existing cameras that do not come up after the conversion will be trouble shot for cause and a detailed estimate for repair or replace will be furnished at that time.

An additional color dome camera will be installed to view the City Manager's door.

Total Price..... $ 21,269.05

(Note: The above price does not include sales tax.)

Kratos is pleased to submit this proposal for your consideration in accordance with the Kratos terms and conditions. Conditions not specifically stated herein shall be governed by established trade practices. No provisions have been included in the cost of the following: Taxes, fees, bonds, and sealed engineered drawings.

SALES CONTACT: Steve Andrietta

Customer Signature

Date

KRATOS
DEFENSE & SECURITY SOLUTIONS

Terms and Conditions – Standard

TIME IS OF THE ESSENCE WITH RESPECT TO THE PERFORMANCE OF EACH OF THE COVENANTS AND AGREEMENTS SET FORTH HEREIN.

1. DEFINITIONS As used in this Purchase Order, the below terms shall have the following meanings: (a) "Contractor" or "Buyer" means the legal entity purchasing the supplies/services; (b) "Subcontractor," "Seller," "Supplier," or "Vendor" means the legal entity that has entered into this agreement with the Buyer; (c) "Contract," "Subcontract," "Purchase Order," "Agreement," and "Order" (whether capitalized or not) are used interchangeably and refer to this contractual instrument

2. ACCEPTANCE OF PURCHASE ORDER. The purchase order, to which these terms are attached, becomes a binding contract on the terms set forth herein when it is accepted by Seller either in written acknowledgement of this Purchase Order or by part performance hereof No condition stated by Seller in accepting or acknowledging this Purchase order shall be binding upon Buyer if it is in conflict with, is inconsistent with, or is in addition to the Terms and Conditions contained herein unless expressly accepted in writing by the Buyer.

3. APPLICABLE LAW. This Purchase Order shall be governed by and construed in accordance with the laws of the State of California

4. COMPLIANCE WITH LAWS. Seller shall comply with all applicable federal, state, and local laws, rules, regulations and orders. Seller agrees to indemnify and hold Buyer harmless against any loss or liability due to Seller's violation or non-compliance with such regulations.

5 SUBCONTRACT. Seller shall not subcontract any portion of the work without the prior written consent of Buyer. This shall not apply to standard commercial items or raw materials.

6. WARRANTY. Seller represents and warrants (1) that all goods delivered pursuant hereto will be new, unless otherwise specified, and free from defects in material and workmanship; (2) that all goods will conform to applicable specifications, drawings, and standards of quality and performance, and that all items will be free from defects in design and suitable for their intended purpose; and (3) that all services performed pursuant hereto will be performed in accordance with the specifications and instructions of Buyer, provided nevertheless that Seller retain discretion and control with respect to the manner and means of performing such services and shall at all times remain an independent contractor. All the representations and warranties of Seller together with its service warranties and guarantees, if any, shall run to Buyer and Buyer's customers. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by Buyer.

7. INDEMNITY. Seller agrees to indemnify and hold Buyer harmless from all claims, liability, loss, damage and expense incurred or sustained by Buyer by reason of any breach of any warranty with respect to the goods or services which are purchased in accordance herewith.

8. WORK ON BUYER'S OR BUYER'S CUSTOMER'S PREMISES. If this order requires Seller to perform work on Buyer's or Buyer's customer's premises, Seller shall take all necessary precautions to prevent any injury to persons or damage to property during the progress of such work. Except to the extent that any injury to persons or damage to property is due solely and directly to Buyer's or its customer's fault or negligence, Seller agrees to indemnify Buyer and its customer against all loss or liability resulting from any act or omission of Seller, its employees, agents, or subcontractors.

9. TAXES. The price of the supplies/services procured hereunder includes all applicable federal, state, and local taxes and duties unless otherwise stated in the Purchase Order.

10.PACKAGING AND PACKING. Seller shall be responsible for properly packing and packaging the supplies in suitable containers for protection during shipment in accordance with transportation regulations and good commercial practice

11. TITLE AND RISK OF LOSS. The F.O.B. point shall be the delivery destination indicated in this order, and title to the supplies and risk of loss or damage shall pass to Buyer upon Buyer's acceptance of the supplies regardless of where Buyer takes physical possession.

12. INSPECTION AND TEST. All goods supplied and services performed pursuant hereto shall be subject to inspection and test by Buyer and its agents. If a defect exists and if Seller is unable or refuses to replace the goods or render the service again promptly, Buyer may replace such goods or obtain such services and charge Seller, or deduct from amounts owed by Buyer to Seller, the costs, expenses and losses including incidental and consequential damages incurred thereby which are in excess of Seller's price for such goods or services After notification to Seller that goods are defective, all risk of loss with respect to such goods shall be in Seller and Seller shall pay all packing and shipping charges in connection with defective goods returned by the Buyer. Buyer's approval of design furnished by Seller shall not relieve Seller of its obligations herein All rights and remedies of the Buyer hereunder shall be in addition to any other remedies provided by law.

13. DELIVERY. Seller agrees that time is of the essence in the performance of this Purchase Order. It is Seller's responsibility to furnish the quantity of supplies/services called for in this order. No variation in the quantity specified herein will be accepted as compliance with this order. Buyer reserves the right to return excess shipments at Seller's expense. Seller agrees to advise Buyer, as soon as possible, of any delays in meeting the order delivery schedule and the reasons therefore. If a delay is due to causes beyond Seller's and, when applicable, its subcontractor's control, and without fault or negligence of either of them, Buyer may, at its sole discretion, either adjust the delivery schedule or terminate the order for convenience. If the delay is due to Seller's, or its subcontractor's, failure and the failure is not cured within ten (10) days after Seller's receipt of Buyer's notice thereof, Buyer may, at its sole discretion, either accept a revised delivery schedule and an equitable reduction in the order price or terminate the order for default. Acceptance of late deliveries shall not constitute a waiver thereof by Buyer.

14. INVOICES. An itemized invoice shall be submitted in triplicate to the address shown on the face of the order to the attention of the Accounts Payable Department. The invoice should contain the Purchase Order number, description of supplies/services furnished, quantity, unit prices, and total price. Approval and payment of invoices may be delayed pending correction of any errors or omissions.

15. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY. Seller shall at its expense indemnify and defend Buyer and Buyer's successor in interest to the goods (collectively called "Buyer") against any claim, suit or proceeding (collectively called "suit") brought against Buyer which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this order, or Buyer's use (including resale) thereof, constitutes an infringement of any patent, trademark, or copyright in the United States, if Seller is given reasonable notice of such suit; and Seller shall pay all damages and costs awarded against and reasonable expenses incurred by Buyer in connection with such suit. In case the goods or services or use thereof is in such suit held to constitute infringement and the use thereof is enjoined, Seller shall at its expense and at its option either procure for Buyer the right to continue the use of such goods or services; or in a manner acceptable to Buyer make replacement or modification to avoid infringement. The foregoing indemnity shall not apply, and Buyer shall indemnify and defend Seller if given notice and in the same manner and extent as provided above where such goods or services are allegedly infringing as a result of Seller's compliance with specified written instructions by Buyer directing use by Seller of a feature not customarily used by Seller

16. CHANGES. Buyer shall have the right at any time to make changes in quantities; provided drawings, designs, specifications; materials; packaging, time of delivery; place of delivery, method of transportation; and any other terms of this Purchase Order. If any such changes cause an increase or decrease in the cost of, or time required for performance under this Purchase Order, Seller shall have ten (10) days to request, in writing, adjustments to the price and/or delivery schedule for material ordered or service provided directly affected by Buyer's changes. To the extent that Buyer agrees to such adjustments. Buyer will revise this Purchase Order in writing accordingly. Any request by Seller for adjustments under this clause shall be deemed waived if not asserted within ten (10) days or if Seller commences performance of the change without objection to such terms Failure to timely request an adjustment shall not excuse Seller from performing in accordance with the revised Purchase Order.

No such adjustment or any other modification of the terms of this Purchase Order will be allowed unless authorized by Buyer by means of a written revision to this Purchase Order.

17. DISPUTES. Any dispute arising under this order that is not settled by agreement between the parties may be settled by appropriate legal proceeding in the courts of the State of California. Pending final resolution, Seller shall proceed, in all good faith, with the performance of this order in accordance with Buyer's instructions.

18. TERMINATION

a. FOR CONVENIENCE – Buyer reserves the right to terminate, upon written notice, this Purchase Order, in whole or in part. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any suppliers or subcontractors to cease such work. Buyer shall only exercise its right to terminate for convenience if it has been terminated by its customer

b. FOR DEFAULT. Buyer may, without liability, and in addition to any other rights or remedies provided herein or by law, terminate this order in whole or in part by written notice of default if Seller: (a) fails to deliver the supplies or perform the services within the time specified; (b) fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or (c) fails to comply with any of the other instructions, terms, or conditions. Buyer's right to terminate for default may be exercised if Seller does not cure the failure within ten (10) days after receiving Buyer's notice of such failure. If Buyer terminates this order in whole or in part. Buyer may purchase similar supplies or services from others and Seller shall be liable for any additional costs above the original price for the terminated supplies/services. In the event of a partial termination, Seller shall continue the work not terminated. Seller shall not be liable for any additional costs if failure to perform arises from causes beyond Seller's or Seller's subcontractor's control and without fault or negligence of either of them; provided, however, that the supplies/services to be furnished by Seller's subcontractor (at any tier) were not obtainable from others in time for the Seller to meet the order delivery requirements. Buyer shall pay Seller the order price for any completed supplies/services delivered and accepted.

19. SELLER CONTACTS WITH BUYER'S CUSTOMER. If Seller is a subcontractor to Buyer under a Buyer prime contract, Buyer shall be responsible for all liaison and communications with Buyer's customer for the term of this Purchase Order. Seller shall not communicate with Buyer's customer regarding this Purchase Order unless authorized to do so by Buyer.

20. BUYER'S PROPERTY AND INFORMATION. Any property furnished to Seller for performance of the work shall remain the property of Buyer, shall be considered private and confidential Buyer information, and shall not be given to others not having a need-to-know or used by Seller for its own purposes. Upon order completion, all Buyer furnished property shall be returned to the Buyer in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into supplies delivered or consumed in the performance of the work.

21. UNAUTHORIZED CHANGES TO SUPPLIES/SERVICES. Seller shall make no changes affecting form, fit, or function of the supplies without Buyer's prior written approval. Any approvals by Buyer shall not relieve Seller of responsibility for any errors or deficiencies that may exist, or for performing the work and furnishing the supplies/services in strict accordance with the Purchase Order requirements.

22. USE OF DATA. Seller shall not deliver or furnish any data subject to limited use of reproduction unless and until an agreement to hold in confidence or restrict distribution is accepted in writing by an authorized representative of Buyer Seller shall not use or disclose any data, designs, or other information belonging to or supplied by or on behalf of Buyer, except as required in the performance of this Purchase Order. Upon completion of this Purchase Order, all data furnished by Buyer shall be returned to Buyer.

23. INSURANCE. Seller shall carry or obtain insurance as required by the Buyer. Seller shall provide a certificate of insurance upon request.

24. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHICH SHALL INCLUDE WITHOUT LIMITATION, LOSS OF PROFITS, PRODUCT OR SERVICE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAULT, NEGLIGENCE OR OTHER THEORY OF LIABILITY WHICH MAY BE ASSERTED AGAINST THE PARTY WHOSE LIABILITY HAS BEEN LIMITED.

25. WAIVER OF RIGHTS. Failure of either party to insist on performance of any provision of this Purchase Order shall not be construed as a waiver of that provision or a waiver of Buyer's or Seller's right to require compliance with such provision in any later instance.

26. SEVERABILITY. If any provision of this Purchase Order is found to be illegal or unenforceable under law, that provision shall be deleted; however, all other provisions of this Purchase Order shall not be affected thereby, and shall remain in full force and effect.

27. ORDER OF PRECEDENCE. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence. typed or written provisions on the face of this Purchase Order or continuation pages thereof; any attachments to these Terms and Conditions; these Standard Terms & Conditions; statements of work, specifications, and drawings.

28. ENTIRE AGREEMENT. This Purchase Order and the Terms and Conditions constitute the entire agreement between Buyer and Seller regarding this procurement and supersedes all previous written or oral agreement and commitments. No terms or conditions of sale set forth in Seller's quotation or acknowledgment shall be included as a part hereof, nor shall any prior course of dealing, custom, or usage in the trade supersede or modify any Purchase Order provisions. Any subsequent additions. deletions or modifications to this agreement shall not be binding upon the parties unless same are mutually agreed upon and incorporate herein in writing.

29. EXPORT REQUIREMENTS. The receiving Party shall not export any information furnished by the disclosing party without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) and the Export Control Administration Act including the requirement for obtaining any export license, if applicable. The receiving Party shall first obtain the written consent of disclosing Party prior to submitting any request for authority to export any such information. The receiving Party shall defend, indemnify and hold the disclosing Party harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees and all other expenses and costs arising from failure to comply with this paragraph or the International Traffic in Arms Regulations and the Export Administration Act.

30. GOVERNMENT CONTRACT. If this Purchase Order is placed under a U.S. Government contract, additional Terms and Conditions from the Federal Acquisition Regulation or agency supplements will be attached as listed below:

a. Federal Acquisition Regulation (FAR)
b. Defense Federal Acquisition Regulation Supplement (DFARS)
c. FAR Commercial Item Terms and Conditions
d Other

31. PROPRIETARY INFORMATION All information included, but not limited to drawings, prints, publications. specifications, process manufacturing techniques, software products and programs (in object code or any other form), and other intellectual property, provided by the Buyer to the Seller prior to and during the performance of this order which is identified as proprietary by the Buyer shall be received in confidence by the Seller and shall remain the property of the Buyer. Such information shall not be reproduced, used, or disclosed to any third party by Buyer without the prior written consent of the Buyer. Buyer shall own all rights and interest in any intellectual property developed as a result of this order.

32. ASSIGNMENT Neither the rights nor the duties of either Party under this order may be assigned in whole or in part by either Party without having first obtained the prior written consent of the other Party. Any attempted assignment or delegation without such consent shall be void.

33. PUBLICITY Buyer must approve in writing, prior to releases and any other public statements concerning this Purchase Order or its contents.

34. STOP WORK ORDER Buyer reserves the right to direct Seller to stop work in accordance with the provisions of this Purchase Order This may be exercised at the sole discretion of the Buyer. Rights of the Seller shall be as specified in this Purchase Order.

KRATOS
FROM STRENGTH TO SUCCESS
DEFENSE & SECURITY SOLUTIONS

Key Biscayne Police Department Video Upgrade

Date Accepted:	
Customer Name	
Site Location	Key Biscayne, Florida 33149
Proposal No.	

ITEM	MANUFACTURER	MODEL #	DESCRIPTION OF PRODUCT	QTY (Unselect (Blanks))	UNIT SELL	EXTENDED SELL
	Panasonic Security & Digital	WVCW504S	Camera, 50 ft, vandal proof, dome	1	$ 634.26	$ 634.26
	Avigilon	ENC-4P-H264	4-Port H.264 Analog Video Encoder	8	$ 289.80	$ 2,318.40
	Avigilon	ENC-BRK1U	Mounting bracket for 3 Avigilon Analog Video Encoders	3	$ 46.20	$ 138.60
	Avigilon	8C-HD-NVMS-STD	ACC 4 Standard HD NVMS for up to 8 camera channels and 5 viewing clients	1	$ 1,113.00	$ 1,113.00
	Avigilon	5.0TB-HD-NVR	HD NVR, 5.0 TB Storage, 3U Rack Mount	1	$ 6,434.40	$ 6,434.40
	Proscan	PLCD 5082A	50" LCD Monitor & Wall Mount	2	$ 632.50	$ 1,265.00
		RR EQUIP	Contingency to Remove and Replace Non Functional Equipment	1	$ 4,900.00	$ 4,900.00
			EQUIPMENT PRICE			$ 16,803.66
			INSTALLATION PRICE			$ 4,465.39
			TOTAL INSTALLATION CHARGES			$ 21,269.05
			GRAND TOTAL			$ 21,269.05

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KRATOS PUBLIC SAFETY & SECURITY SOLUTIONS, INC.

5773 N.W. 158 Street, Miami Lakes, Fl. 33014

TEL: 954-868-9937 FAX: 305-822-8566

November 14, 2012

Bid Proposal For:

Type of System: **Village of Key Biscayne Police Department Access Control System**

SCOPE OF WORK

This proposal is for the installation of a New Lenel access control systems to replace the existing system that consist in five ACU controllers located in the telephone room # 145 and 31 RRE remote reader modules located 23 in the 1st floor and 8 in the 2nd floor above ceiling tiles. All doors access control devices such as card reader, request to exit sensor, door contact and electric lock will be utilized. Kratos will be adding request to exit sensors and emergency exit push buttons to the doors with electromagnetic locks, to comply with fire code. A new access control devices will be added to the Armory door.

A long range reader will be installed on the existing pedestal at the parking entrance to replace existing reader.
Also a new audio/video intercom will be installed to replace the existing audio only intercom located in the parking entrance.
The existing intercom wire will be utilized if in good condition. If the wire needs to be replaced an extra cost will be charged at that time.

This proposal includes programming, testing and training on the system.

Total Price..... $ 29,655.26

(Note: The above price does not include sales tax.)

Kratos is pleased to submit this proposal for your consideration in accordance with the Kratos terms and conditions. Conditions not specifically stated herein shall be governed by established trade practices. No provisions have been included in the cost of the following: Taxes, fees, bonds, and sealed engineered drawings.

SALES CONTACT: Steve Andrietta

Customer Signature

Date

KRATOS DEFENSE & SECURITY SOLUTIONS

Terms and Conditions – Standard

TIME IS OF THE ESSENCE WITH RESPECT TO THE PERFORMANCE OF EACH OF THE COVENANTS AND AGREEMENTS SET FORTH HEREIN.

1. DEFINITIONS As used in this Purchase Order, the below terms shall have the following meanings: (a) "Contractor" or "Buyer" means the legal entity purchasing the supplies/services; (b) "Subcontractor," "Seller," "Supplier," or "Vendor" means the legal entity that has entered into this agreement with the Buyer; (c) "Contract," "Subcontract," "Purchase Order," "Agreement," and "Order" (whether capitalized or not) are used interchangeably and refer to this contractual instrument.

2. ACCEPTANCE OF PURCHASE ORDER. The purchase order, to which these terms are attached, becomes a binding contract on the terms set forth herein when it is accepted by Seller either in written acknowledgement of this Purchase Order or by part performance hereof. No condition stated by Seller in accepting or acknowledging this Purchase order shall be binding upon Buyer if it is in conflict with, is inconsistent with, or is in addition to the Terms and Conditions contained herein unless expressly accepted in writing by the Buyer.

3. APPLICABLE LAW. This Purchase Order shall be governed by and construed in accordance with the laws of the State of California.

4. COMPLIANCE WITH LAWS. Seller shall comply with all applicable federal, state, and local laws, rules, regulations and orders. Seller agrees to indemnify and hold Buyer harmless against any loss or liability due to Seller's violation or non-compliance with such regulations.

5. SUBCONTRACT. Seller shall not subcontract any portion of the work without the prior written consent of Buyer. This shall not apply to standard commercial items or raw materials.

6. WARRANTY. Seller represents and warrants (1) that all goods delivered pursuant hereto will be new, unless otherwise specified, and free from defects in material and workmanship; (2) that all goods will conform to applicable specifications, drawings, and standards of quality and performance, and that all items will be free from defects in design and suitable for their intended purpose, and (3) that all services performed pursuant hereto will be performed in accordance with the specifications and instructions of Buyer, provided nevertheless that Seller retain discretion and control with respect to the manner and means of performing such services and shall at all times remain an independent contractor. All the representations and warranties of Seller together with its service warranties and guarantees, if any, shall run to Buyer and Buyer's customers. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by Buyer.

7. INDEMNITY. Seller agrees to indemnify and hold Buyer harmless from all claims, liability, loss, damage and expense incurred or sustained by Buyer by reason of any breach of any warranty with respect to the goods or services which are purchased in accordance herewith.

8. WORK ON BUYER'S OR BUYER'S CUSTOMER'S PREMISES. If this order requires Seller to perform work on Buyer's or Buyer's customer's premises, Seller shall take all necessary precautions to prevent any injury to persons or damage to property during the progress of such work. Except to the extent that any injury to persons or damage to property is due solely and directly to Buyer's or its customer's fault or negligence, Seller agrees to indemnify Buyer and its customer against all loss or liability resulting from any act or omission of Seller, its employees, agents, or subcontractors.

9. TAXES. The price of the supplies/services procured hereunder includes all applicable federal, state, and local taxes and duties unless otherwise stated in the Purchase Order.

10.PACKAGING AND PACKING. Seller shall be responsible for properly packing and packaging the supplies in suitable containers for protection during shipment in accordance with transportation regulations and good commercial practice.

11. TITLE AND RISK OF LOSS. The F.O.B. point shall be the delivery destination indicated in this order, and title to the supplies and risk of loss or damage shall pass to Buyer upon Buyer's acceptance of the supplies regardless of where Buyer takes physical possession.

12. INSPECTION AND TEST. All goods supplied and services performed pursuant hereto shall be subject to inspection and test by Buyer and its agents. If a defect exists and if Seller is unable or refuses to replace the goods or render the service again promptly, Buyer may replace such goods or obtain such services and charge Seller, or deduct from amounts owed by Buyer to Seller, the costs, expenses and losses including incidental and consequential damages incurred thereby which are in excess of Seller's price for such goods or services. After notification to Seller that goods are defective, all risk of loss with respect to such goods shall be in Seller and Seller shall pay all packing and shipping charges in connection with defective goods returned by the Buyer. Buyer's approval of design furnished by Seller shall not relieve Seller of its obligations herein. All rights and remedies of the Buyer hereunder shall be in addition to any other remedies provided by law.

13. DELIVERY. Seller agrees that time is of the essence in the performance of this Purchase Order. It is Seller's responsibility to furnish the quantity of supplies/services called for in this order. No variation in the quantity specified herein will be accepted as compliance with this order. Buyer reserves the right to return excess shipments at Seller's expense Seller agrees to advise Buyer, as soon as possible, of any delays in meeting the order delivery schedule and the reasons therefore. If a delay is due to causes beyond Seller s and, when applicable, its subcontractor's control, and without fault or negligence of either of them, Buyer may, at its sole discretion, either adjust the delivery schedule or terminate the order for convenience. If the delay is due to Seller's, or its subcontractor's, failure and the failure is not cured within ten (10) days after Seller's receipt of Buyer's notice thereof, Buyer may, at its sole discretion, either accept a revised delivery schedule and an equitable reduction in the order price or terminate the order for default Acceptance of late deliveries shall not constitute a waiver thereof by Buyer.

14. INVOICES. An itemized invoice shall be submitted in triplicate to the address shown on the face of the order to the attention of the Accounts Payable Department. The invoice should contain the Purchase Order number, description of supplies/services furnished, quantity, unit prices, and total price. Approval and payment of invoices may be delayed pending correction of any errors or omissions.

15. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY. Seller shall at its expense indemnify and defend Buyer and Buyer's successor in interest to the goods (collectively called "Buyer") against any claim, suit or proceeding (collectively called "suit") brought against Buyer which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this order, or Buyer's use (including resale) thereof, constitutes an infringement of any patent, trademark, or copyright in the United States, if Seller is given reasonable notice of such suit; and Seller shall pay all damages and costs awarded against and reasonable expenses incurred by Buyer in connection with such suit. In case the goods or services or use thereof is in such suit held to constitute infringement and the use thereof is enjoined, Seller shall at its expense and at its option either procure for Buyer the right to continue the use of such goods or services; or in a manner acceptable to Buyer make replacement or modification to avoid infringement. The foregoing indemnity shall not apply, and Buyer shall indemnify and defend Seller if given notice and in the same manner and extent as provided above where such goods or services are allegedly infringing as a result of Seller's compliance with specified written instructions by Buyer directing use by Seller of a feature not customarily used by Seller.

16. CHANGES. Buyer shall have the right at any time to make changes in quantities; provided drawings, designs, specifications; materials; packaging; time of delivery; place of delivery; method of transportation; and any other terms of this Purchase Order. If any such changes cause an increase or decrease in the cost of, or time required for performance under this Purchase Order, Seller shall have ten (10) days to request, in writing, adjustments to the price and/or delivery schedule for material ordered or service provided directly affected by Buyer's changes. To the extent that Buyer agrees to such adjustments, Buyer will revise this Purchase Order in writing accordingly. Any request by Seller for adjustments under this clause shall be deemed waived if not asserted within ten (10) days or if Seller commences performance of the change without objection to such terms. Failure to timely request an adjustment shall not excuse Seller from performing in accordance with the revised Purchase Order.

No such adjustment or any other modification of the terms of this Purchase Order will be allowed unless authorized by Buyer by means of a written revision to this Purchase Order.

17. DISPUTES. Any dispute arising under this order that is not settled by agreement between the parties may be settled by appropriate legal proceeding in the courts of the State of California. Pending final resolution, Seller shall proceed, in all good faith, with the performance of this order in accordance with Buyer's instructions.

18. TERMINATION

a. FOR CONVENIENCE – Buyer reserves the right to terminate, upon written notice, this Purchase Order, in whole or in part. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any suppliers or subcontractors to cease such work. Buyer shall only exercise its right to terminate for convenience if it has been terminated by its customer.

b. FOR DEFAULT. Buyer may, without liability, and in addition to any other rights or remedies provided herein or by law, terminate this order in whole or in part by written notice of default if Seller: (a) fails to deliver the supplies or perform the services within the time specified; (b) fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or (c) fails to comply with any of the other instructions, terms, or conditions. Buyer's right to terminate for default may be exercised if Seller does not cure the failure within ten (10) days after receiving Buyer's notice of such failure. If Buyer terminates this order in whole or in part, Buyer may purchase similar supplies or services from others and Seller shall be liable for any additional costs above the original price for the terminated supplies/services. In the event of a partial termination, Seller shall continue the work not terminated. Seller shall not be liable for any additional costs if failure to perform arises from causes beyond Seller's or Seller's subcontractor's control and without fault or negligence of either of them; provided, however, that the supplies/services to be furnished by Seller's subcontractor (at any tier) were not obtainable from others in time for the Seller to meet the order delivery requirements. Buyer shall pay Seller the order price for any completed supplies/services delivered and accepted.

19. SELLER CONTACTS WITH BUYER'S CUSTOMER. If Seller is a subcontractor to Buyer under a Buyer prime contract, Buyer shall be responsible for all liaison and communications with Buyer's customer for the term of this Purchase Order. Seller shall not communicate with Buyer's customer regarding this Purchase Order unless authorized to do so by Buyer.

20. BUYER'S PROPERTY AND INFORMATION. Any property furnished to Seller for performance of the work shall remain the property of Buyer, shall be considered private and confidential Buyer information, and shall not be given to others not having a need-to-know or used by Seller for its own purposes. Upon order completion, all Buyer furnished property shall be returned to the Buyer in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into supplies delivered or consumed in the performance of the work.

21. UNAUTHORIZED CHANGES TO SUPPLIES/SERVICES. Seller shall make no changes affecting form, fit, or function of the supplies without Buyer's prior written approval. Any approvals by Buyer shall not relieve Seller of responsibility for any errors or deficiencies that may exist, or for performing the work and furnishing the supplies/services in strict accordance with the Purchase Order requirements.

22. USE OF DATA. Seller shall not deliver or furnish any data subject to limited use of reproduction unless and until an agreement to hold in confidence or restrict distribution is accepted in writing by an authorized representative of Buyer. Seller shall not use or disclose any data, designs, or other information belonging to or supplied by or on behalf of Buyer, except as required in the performance of this Purchase Order. Upon completion of this Purchase Order, all data furnished by Buyer shall be returned to Buyer.

23. INSURANCE. Seller shall carry or obtain insurance as required by the Buyer. Seller shall provide a certificate of insurance upon request.

24. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHICH SHALL INCLUDE WITHOUT LIMITATION, LOSS OF PROFITS, PRODUCT OR SERVICE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAULT, NEGLIGENCE OR OTHER THEORY OF LIABILITY WHICH MAY BE ASSERTED AGAINST THE PARTY WHOSE LIABILITY HAS BEEN LIMITED.

25. WAIVER OF RIGHTS. Failure of either party to insist on performance of any provision of this Purchase Order shall not be construed as a waiver of that provision or a waiver of Buyer's or Seller's right to require compliance with such provision in any later instance.

26. SEVERABILITY. If any provision of this Purchase Order is found to be illegal or unenforceable under law, that provision shall be deleted, however, all other provisions of this Purchase Order shall not be affected thereby, and shall remain in full force and effect.

27. ORDER OF PRECEDENCE. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: typed or written provisions on the face of this Purchase Order or continuation pages thereof; any attachments to these Terms and Conditions; these Standard Terms & Conditions; statements of work, specifications, and drawings.

28. ENTIRE AGREEMENT. This Purchase Order and the Terms and Conditions constitute the entire agreement between Buyer and Seller regarding this procurement and supersedes all previous written or oral agreement and commitments. No terms or conditions of sale set forth in Seller's quotation or acknowledgment shall be included as a part hereof, nor shall any prior course of dealing, custom, or usage in the trade supersede or modify any Purchase Order provisions. Any subsequent additions, deletions or modifications to this agreement shall not be binding upon the parties unless same are mutually agreed upon and incorporate herein in writing.

29. EXPORT REQUIREMENTS. The receiving Party shall not export any information furnished by the disclosing party without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) and the Export Control Administration Act including the requirement for obtaining any export license, if applicable. The receiving Party shall first obtain the written consent of disclosing Party prior to submitting any request for authority to export any such information. The receiving Party shall defend, indemnify and hold the disclosing Party harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees and all other expenses and costs arising from failure to comply with this paragraph or the International Traffic in Arms Regulations and the Export Administration Act.

30. GOVERNMENT CONTRACT. If this Purchase Order is placed under a U.S. Government contract, additional Terms and Conditions from the Federal Acquisition Regulation or agency supplements will be attached as listed below:

a. Federal Acquisition Regulation (FAR)
b. Defense Federal Acquisition Regulation Supplement (DFARS)
c. FAR Commercial Item Terms and Conditions
d. Other

31. PROPRIETARY INFORMATION All information included, but not limited to drawings, prints, publications, specifications, process manufacturing techniques, software products and programs (in object code or any other form), and other intellectual property, provided by the Buyer to the Seller prior to and during the performance of this order which is identified as proprietary by the Buyer shall be received in confidence by the Seller and shall remain the property of the Buyer. Such information shall not be reproduced, used, or disclosed to any third party by Buyer without the prior written consent of the Buyer. Buyer shall own all rights and interest in any intellectual property developed as a result of this order.

32. ASSIGNMENT Neither the rights nor the duties of either Party under this order may be assigned in whole or in part by either Party without having first obtained the prior written consent of the other Party. Any attempted assignment or delegation without such consent shall be void.

33. PUBLICITY Buyer must approve in writing, prior to releases and any other public statements concerning this Purchase Order or its contents.

34. STOP WORK ORDER Buyer reserves the right to direct Seller to stop work in accordance with the provisions of this Purchase Order. This may be exercised at the sole discretion of the Buyer. Rights of the Seller shall be as specified in this Purchase Order.

KRATOS
FROM STRENGTH TO SUCCESS
DEFENSE & SECURITY SOLUTIONS

Key Biscayne Police Department

Date Accepted:	
Customer Name	
Site Location	Key Biscayne, Florida 33149
Proposal No.	

ITEM	MANUFACTURER	MODEL #	DESCRIPTION OF PRODUCT	QTY (Unselect (Blanks))	UNIT SELL	EXTENDED SELL
	Lenel Systems International	LNL-3300	Intelligent System Controller – 12 VDC or 24 VDC @500mA, size (6 in. (127mm)	1	$ 1,478.25	$ 1,478.25
	Lenel Systems International	LNL-1300	Single Reader Interface Module	32	$ 255.15	$ 8,164.80
	Lenel Systems International	LNL-9000	Star Multiplexer	1	$ 475.20	$ 475.20
	Altronix	AL600ULACM	AL600ULACM - Power Supply, 12VDC or 24VDC Output 6 Amps with 6 Fuse Protected Access Control System Outputs	5	$ 318.60	$ 1,593.00
	Securitron	EN-EEB2	Emergency Exit Button, single gang, 30 second timer	9	$ 87.75	$ 789.75
	Honeywell	IS310WH	Recessed Exit PIR - white	3	$ 53.99	$ 161.98
	Tappan Wire and Cable Inc	18/8CSPL	18/8CSPL - Wire, 18 Gauge 8 Cond Stranded Plenum	1	$ 298.94	$ 298.94
	Alphone	MCW-S/A	Plastic Desk Stand	1	$ 21.11	$ 21.11
	Alphone	RY-PA	Intercom Remote Release Relay	1	$ 9.94	$ 9.94
	HID Corp	5355AGN00	ProxPro Proximity Reader, 12VDC Wiegand output, charcoal	2	$ 179.87	$ 359.75
	HID Corp	5375AGN00	MaxiProx Long Range Proximity Reader, 24VDC, Wiegand output, charcoal	1	$ 455.03	$ 455.03
	Altronix	RB1224	RB1224 - Relay, 12/24VDC Sainc 120VAC	8	$ 8.78	$ 70.20
	HID Corp	1386LGGMN	ISOProx II, white glass front, white glass back, 26 bit format, matching int / ext, no logo	300	$ 3.92	$ 1,176.50
	Schlage	M490	Electromagnetic Lock and Installation	1	$ 364.50	$ 364.50
	Alphone	JKS-1AED	Audio/Video Color Intercom Set	1	$ 623.69	$ 623.69
	Lenel Systems International	SWS-32ES	OnGuard 32ES Server Software License on DVD – Includes OnGuard Server software licenses for System Administration, License Server, Export, Communication on	1	$ 868.25	$ 868.25
	Lenel Systems International	SWC-32ESI	Onguard 32ESI Client Software License	1	$ 567.00	$ 567.00
	Lenel Systems International	MC-MA300YMCKO	Rio Pro YMCKO Dye Film - 300 images	1	$ 106.65	$ 106.65
	Lenel Systems International	MC-3633-0055	Cleaning Kit (10 cards, 1 pen) - Rio Pro	1	$ 33.75	$ 33.75
			Digital Camera	1	$ 222.75	$ 222.75
			EQUIPMENT PRICE			$ 17,660.02
			INSTALLATION PRICE			$ 12,005.24
			TOTAL INSTALLATION CHARGES			$ 29,665.26
			GRAND TOTAL			$ 29,665.26