

# Tri-City Security Solutions



**Tri-City Electric Co.**  
Since 1895

6225 N. Brady Street  
Davenport, IA 52806  
telephone.563.322.7181  
fax.563.322.1643  
[www.tricityelectric.com](http://www.tricityelectric.com)

February 2, 2013

RE: S2 System Software Upgrade and Support Plan options for the Iowa City Community School District

*Tri-City Security Solutions*, a division of *Tri-City Electric, Co.*, is pleased to provide the following proposal for renewing the Software Upgrade and Support Plan for your current S2 access control system.

Tri-City Security Solutions will provide the following:

- Provide and install one (1) One year Software Upgrade and support plan for a 128 portal system.
- Provide labor to upgrade the current firmware on the controller to the latest version.

**Total cost: \$3,560.00 not including any applicable tax**

Tri-City Security Solutions can also provide two year and three year Software Upgrade and Support Plans. By choosing a two year or three year Support plan, you receive a discount compared to purchasing individual one year plans over the two or three year period.

**Two year Software Upgrade and Support Plan renewal**

- Provide and install two (2) One year Software Upgrade and support plans for a 128 portal system.
- Provide labor to upgrade the current firmware on the controller to the latest version.
- Both plans must be purchased at same time to receive the discount.

**Total cost: \$5,960.00 not including any applicable tax**

**Three year Software Upgrade and Support Plan renewal**

- Provide and install three (3) One year Software Upgrade and support plans for a 128 portal system.
- Provide labor to upgrade the current firmware on the controller to the latest version.
- All three plans must be purchased at same time to receive the discount.

**Total cost: \$8,210.00 not including any applicable tax**

Please feel free to call with any questions concerning this quote or any other security concerns.

Sincerely,

Sean Kirby  
Estimator/Project Manager  
[skirby@tricityelectric.com](mailto:skirby@tricityelectric.com)

## **Tri-City Electric Company of Iowa**

### **Standard Terms**

1. **Services.** Tri-City Electric Co. of Iowa ("TCE") agrees to provide the scope of work as identified in the Proposal to which these Standard Terms are attached (the Proposal and these Standard Terms constitute the "Agreement"). Any additions or deletions from the identified Scope of Work are valid only upon execution of a mutually agreed upon written Change Order to this Agreement.

2. **Required Consents.** In the event that the Customer is not the owner of the building, Customer agrees to obtain consent of its landlord or building owner to perform the work identified in this Agreement.

3. **Third Party Providers.** TCE will analyze and make reasonable efforts to determine the source of service level deficiencies or outages, including failures by local service providers, other than TCE, who provide connectivity to the Customer's systems. Provided that Customer has provided TCE with a Letter of Authorization allowing TCE to act on Customer's behalf in dealing with third party providers, TCE will, upon determining the source of such deficiencies, dispatch and monitor the progress of the third party provider until the service issue is resolved. TCE will charge Customer at TCE's current rates for time and materials. Customer acknowledges that such authorization does not bind or obligate TCE to any of the liabilities, responsibilities or terms of the agreements the Customer may have with any third party provider. TCE will only act as Customer's agent and facilitator to coordinate the efforts of the various providers on behalf of Customer.

4. **Pricing.** The Agreement is tendered to Customer for execution, but shall not be binding upon TCE until accepted in writing by an authorized corporate representative of TCE. This contract is based on the daily market rate for equipment and materials reflected by the submitted date of the proposal. The Agreement price is valid for ten (10) days from its date. Thereafter, TCE reserves the right to increase the Agreement price accordingly to reflect the market rates on the day TCE receives the executed Agreement back from the Customer.

5. **Overtime and Expediting.** Services or materials identified in the Scope of Work do not include any overtime work, charges for expediting material or for accelerating installation or implementation, unless specifically noted. If overtime, expediting, or schedule acceleration is desired by the Customer, any increased cost, plus mark-up, will be added to the Agreement price and TCE's current rates for time and materials.

6. **Payment Terms.** Customer may be billed monthly for work performed during the preceding month, as a progress billing. A final billing will then be issued to the Customer at completion of the work. In certain instances, TCE may require payment for certain equipment before TCE actually acquires the equipment to be installed. Payment is due at TCE's mailing address identified on invoices sent to Customer, thirty (30) days from TCE's invoice date.

7. **Security Interest.** TCE reserves a purchase money security interest in the equipment covered by this Agreement, in an amount equal to the unpaid balance of the purchase price, until payment in full. A financing statement may be filed with appropriate public authorities, and Customer agrees to cooperate with TCE in perfecting TCE's security interest.

8. **Limited Warranty.** The warranty on the equipment is from the manufacturer and subject to the manufacturer's terms and conditions. TCE warrants that, for a period of one (1) year from the Completion Date, the installation will be free from defects in workmanship. If TCE is notified within the above one (1) year period, TCE will have the option of repairing or replacing its installation. Such repairs or replacements shall be Customer's exclusive remedy for breach of warranty. The manufacturer's warranty and TCE's warranty do not extend to any equipment which has been (a) subject to misuse, neglect, accident, fire, lightning or other casualty, (b) wired, installed, repaired or altered by anyone other than TCE or one of its representatives, or (c) moved from its original location or no longer owned and used by the Customer named herein.

**THE ABOVE WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TCE BE LIABLE FOR LOSS OF PROFITS, BENEFITS, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, EVEN IF TCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TCE'S LIABILITY EXCEED THE TOTAL PURCHASE PRICE FOR THE EQUIPMENT AND SERVICES IN QUESTION,**

**REGARDLESS OF THE FORUM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST TCE. NO ACTION, REGARDLESS OF FORUM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF THE ACTION HAS OCCURRED.**

It is agreed that TCE is not an insurer of, and will not be liable for, any claim regarding injury or damage to persons or property that may arise through the operation or maintenance of the equipment, or lack or failure thereof. TCE makes no claim that it can maintain any item of equipment in a manner to prevent unauthorized intrusions and, therefore, TCE shall have no liability whatsoever for such unauthorized intrusions or other abuses of the equipment or any system owned by the Customer.

**9. Risk of Loss.** Customer shall bear risk of loss of, or damage to, the equipment from and after delivery of the equipment to the Customer's premises.

**10. Default.** If Customer breaches any provision of this Agreement, including, without limitation, its payment obligations, Customer shall be in default hereunder, and all unpaid amounts shall become immediately due and payable and TCE shall have all rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws. Upon any such default and until such default is cured, TCE may cease to perform its obligations under this Agreement, including but not limited to its obligations to install, service, repair or replace the equipment. In addition to, and not in limitation of the foregoing, if default continues for ten (10) days after notice by TCE, TCE may, at its option and without further notice, render the equipment unusable until TCE receives payment in full, and/or enter the premises where the equipment is installed and retake possession thereof, free from any claims of the Customer. TCE shall be entitled to recover all costs and expense, including reasonable attorneys' fees and costs of collection associated with enforcing its rights hereunder. TCE may charge interest on overdue amounts at the rate of 1.5% per month, but not in excess of the highest rate permitted by law.

**11. Performance Excused.** TCE is excused from, and shall not be liable for, any failure to perform or to continue service if it is prevented from doing so by reason of fire, flood, strike, lockout, dispute with workmen, inability to obtain materials, commotion, war, act of God, or any other cause beyond TCE's control.

**12. Indemnification.** To the fullest extent permitted by law, each party agrees to defend, indemnify and hold harmless the other party, its agents and employees, from and against legal liability for all claims, losses, damages, or expenses caused by its negligence, acts, errors or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence or conduct of both parties, such liability shall be borne by each party in proportion to its negligence. Customer agrees to indemnify and save TCE harmless for any claim regarding injury or damage to persons or property that may arise through the operation or maintenance of the equipment, or lack or failure thereof (by Customer or a third party).

**13. Confidentiality.** All information contained in this document and/or proposal is confidential, private, or otherwise privileged, and not intended for any use other than for a review of the processes and work to be performed by TCE. Confidential information includes any and all information or material (whether tangible, intangible, oral or written). Confidential information also includes all methods, processes and procedures used in performing the work identified in the proposal. The processes, procedures and methods used by TCE, in performing the work described in the proposal, may not be copied, used or re-performed by anyone other than a representative of TCE. Unauthorized use, disclosure, distribution or copying is strictly prohibited and may be unlawful.

**14. Hazardous Materials.** Customer agrees to make TCE aware of any hazardous or toxic materials at Customer's site. TCE reserves the right to immediately stop work if hazardous materials are encountered.

**15. Severability.** If any provision of this Agreement are held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

**16. Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by a party against whom such change, waiver, or discharge is sought to be enforced.

**17. Assignment.** Customer may not assign or transfer this Agreement or any obligation incurred hereunder without the prior written consent of TCE. Any attempt to do so in contravention of this section shall be void and of no force or effect.

18. **No Third Party Rights.** The parties do not intend to confer benefits upon any third parties or persons not a party to this Agreement. Nothing in this Agreement shall be construed as creating or giving rise to any rights to any third parties or any persons other than the parties hereto.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The parties agree that all disputes will be resolved in Scott County Iowa, including any arbitration.

Tri-City Electric Co.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Iowa City Community School District

By: Marla Swesey

Title: School Board President

Date: 2/19/13

P.O# \_\_\_\_\_



# Iowa City Community School District

## Educational Services Center

1725 North Dodge Street • Iowa City, IA 52245 • (319) 688-1000 • Fax (319) 688-1009 • [www.iowacityschools.org](http://www.iowacityschools.org)

Stephen F. Murley  
Superintendent of Schools

Ann Feldmann  
Assistant Superintendent

Rebecca Furlong  
Assistant Superintendent

David Dude, Ph.D.  
Chief Operating Officer/  
Chief Technology Officer

Craig Hansel, Ph.D.  
Chief Financial Officer

R. Chace Ramey, Ph.D., J.D.  
Chief Human Resource  
Officer

**DATE:** Tuesday, February 5, 2013

**TO:** Stephen Murley, Superintendent

**FROM:** Duane Van Hemert, Director of Physical Plant

**SUBJ:** District Wide – S2 Upgrade

The district currently uses software provided by Tri-City Security Solutions that monitors and controls our electronic door access points. The software, S2 Access Control System, is due for an upgrade. The proposal has an option for a one, two or three year upgrade and support. We would recommend the three year option for \$ 8,210.00.