

Board of Education Work Session

October 25, 2021 7:00 PM

District Office, Board Room
14801 S 108 St
Springfield, NE 68059-4925

Agenda

- I. Meeting Roll Call
- II. Notice of Open Meetings Act - Posted
- III. Public Comment
- IV. Items for Discussion (Discussion Only)
 - IV.A. Volunteer Separation Program 2022 (Discussion Only)
 - IV.B. Softball Field Project and Partnership with City (Discussion Only)
 - IV.C. Proposed new "Statewide School Funding" (Discussion Only)
 - IV.D. Pandemic Plan Update (Discussion Only)
 - IV.E. Genetec Security Proposal for PHS and PC (Discussion Only)
 - IV.F. Veteran's Day Planning (Discussion Only)
- V. Future Planning
- VI. Adjourn

PERSONNEL

Voluntary Separation Program

Purpose

The purpose of Voluntary Separation Program (VSP) is to provide certified personnel, meeting certain qualifications of years of service within the district, an opportunity to accept voluntary separation earlier than normal retirement. "Certified Personnel" is defined for this policy as teachers (preschool, classroom, specialist), counselors, psychologists, media specialists, speech pathologists, and administrators employed by the district.

Offer

On or before January 1 each school year, the Board of Education will decide if they will offer the Voluntary Separation Incentive or there are any limits to participation for that current school year. The district will notify certified staff members when that decision is made. If the Board does not act to offer the program before January 1, it is assumed the program will not be offered that school year.

Eligibility

Employment in the Springfield Platteview Community Schools for twenty (20) years as a certified staff member is required for participation. Part time employees will be figured at the individual FTE in determining credit.

Sabbatical, medical, and other leaves of absence approved by the Board of Education do not constitute creditable service for the voluntary separation program.

Creditable service is defined in accordance with the creditable service requirements of the Nebraska State Retirement System rounded down to the nearest full year.

An employee may participate in the Voluntary Separation Program only once.

An employee receiving benefits from the Long Term Disability plan is not eligible during that time.

An employee who has received written notice that his/her principal or supervisor does not intend to continue the employee's contract past the end of the current school year is not eligible.

Participation

The district shall notify all employees who are eligible for the voluntary separation incentive on or before January 15 and any deadlines for declaring participation in the voluntary separation program. No employee will be asked to decide voluntary separation participation without at least 45 days of notice.

The employee must declare his/her intent to participate in the voluntary separation program within 45 days from the notice. The employee must complete the VSP Application form. Any exceptions may be made with Board of Education approval.

Limits of Participation

The Board of Education, in its sole discretion, reserves the right to limit participation in the VSP based on district financial issues. If limits are necessary, the Board will determine the number of incentives to be offered, and notify certified staff members on or before January 1.

The Board will grant a preference if more applications are submitted than available incentives, to longest continuous service in Springfield Platteview Community Schools. In case of a tie, preferences will be decided, in order of importance, to 1) cost of staff member's schedule salary; 2) state and federal regulations, which may mandate certain employment practices; and 3) educational programs to be offered by the district.

Voluntary Separation Incentive

The participant receives payment based upon his/her last scheduled salary only, not including extended contracts, extra duty, etc.

Each payment will be equal to the percentage shown in the Voluntary Separation Incentive Distribution Table. Such payments shall be made annually for five years.

Voluntary Separation Incentive Distribution

<u>Years of Service as of Aug. 1</u>	<u>Distribution</u>
20 years or more	25% per year for 5 consecutive years

The first VSP incentive payment will be made September 20th in the year of separation. The remaining payments will be made on the anniversary of the first payment, until the full amount is paid.

All VSP Incentive and unused sick leave payments will be deposited in a special pay 403B plan for the participant. If the participant is 55 years or older, the participant may withdraw from the 403B fund as allowed by law. Participants under the age of 55 cannot withdraw from the 403B fund until the age of 55. Participants may not take incentives as cash payments.

Beneficiary

In the event of death of the participant during voluntary separation incentive period, the balance of the voluntary separation benefit due will be paid in one lump sum to the participant's beneficiary(ies) or estate at the next scheduled payment date.

Unused Sick Leave

Any teacher exercising this voluntary separation program will receive a payment equal to one half (1/2) of his/her accumulated sick days times (X) the current rate of substitute pay. This payment will be made in a September payment following the conclusion of his/her teaching for the district. This payment will be made only once.

Date of Adoption: December 11, 2017
Last Revision: February 13, 2012
Last Review: November 10, 2017

Legal Reference:

We have prepared a quote for you

**Middle School Camera and Access Control
Upgrade to Genetec**

Quote # 005353 v2

Prepared for:

**Springfield Platteview Community
Schools**

Frank Staskiewicz
fstaskiewicz@spcsne.org

Prepared by:

Prime Communications, Inc.

Dave Kanne
dkanne@primecominc.com

Thursday, October 14, 2021

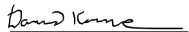
Springfield Platteview Community Schools
Frank Staskiewicz
14801 South 108th Street
Springfield, NE 68059
fstaskiewicz@spscne.org

Dear Frank,

Thank you for inviting Prime Communications to participate in the selection process for your project. Prime Communications was founded in 2001 with a commitment to deliver quality solutions, installed by certified technicians, and supported by a dedicated customer support team. With over 17 years' experience focused in physical security and infrastructure, we are able to meet the growing needs of the corporate enterprise sector. Our extensive experience makes us a premier integration partner who understands the strengths and complexities of today's physical security solutions.

Our unique approach to project implementation focuses on end to end project management, engineered design, and professional deployment. Our experienced technical support team will be there after deployment to manage your systems and be your liaison to our engineering team. The Prime Communications team understands that each customer engagement is unique and requires great attention to detail before, during, and after your project is launched.

Thank you again for your time and consideration through the initial phase of this process. We look forward to the opportunity to partner with you.

A handwritten signature in black ink that reads "Dave Kanne".

Dave Kanne
Outside Sales Representative
Prime Communications, Inc.

► Statement of Work

Scope of Project

Prime Communications will install access control and video surveillance at the middle school for Springfield Platteview Public Schools in Springfield, NE. The devices will connect to the customer's existing Genetec system.

The video surveillance installation will include the following:

- Camera #1: Upper-Level Front Desk. Install an Axis M3115-LVE. Camera requires a new cable.
- Camera #2: Upper-Level Main Lobby. Install an Axis P3717-PLE. Camera requires a new cable.
- Camera #3: Upper-Level West Hallway South. Install an Axis M3115-LVE. Existing cable will be reused.
- Camera #4: Upper-Level Common. Install an Axis M3116-LVE. Existing cable will be reused.
- Camera #5: Upper-Level East Hallway North. Install an Axis M3116-LVE. Existing cable will be reused.
- Camera #6: Lower-Level Media Center. Install an Axis P3245-VE. Existing cable will be reused.
- Camera #7: Lower-Level East Hallway. Install an Axis M3116-LVE. Existing cable will be reused.
- Camera #8: Lower-Level Main Hallway. Install an Axis P3245-VE. Existing cable will be reused.
- Camera #9: Lower-Level West Hallway. Install an Axis M3116-LVE. Existing cable will be reused.
- Camera #10: Lower-Level Stairway. Install an Axis M3116-LVE. Existing cable will be reused.
- Camera #11: Upper-Level Cafeteria Hallway. Install an Axis M3115-LVE. Camera requires a new cable.
- Camera #12: Upper-Level Cafeteria. Install an Axis P3245-VE. Existing cable will be reused.
- Camera #13: Upper-Level Kitchen. Install an Axis M3115-LVE. Camera requires a new cable.
- Camera #14: Upper-Level NE Exterior Cafeteria. Install a corner mounted Axis P3719-PLE. Camera requires a new cable.
- Camera #15: Upper-Level SE Exterior Cafeteria. Install a corner mounted Axis P3719-PLE. Existing cable will be reused.
- Camera #16: Upper-Level SW Exterior Door. Install an Axis M3116-LVE. Existing cable will be reused.
- Camera #17: Upper-Level West Exterior. Install an Axis P3248-LVE. Existing cable will be reused.
- Camera #18: Upper-Level Main Entrance Exterior. Install an Axis M3116-LVE. Existing cable will be relocated and reused.
- Camera #19: Upper-Level North Exterior Doors. Install an Axis M3116-LVE. Camera requires a new cable.
- A new 24 Port switch will be installed in the data closet.
- All camera recording will be done on a new Genetec server included in the High School security quote.
- Prime assumes all existing cabling in good working condition
- Prime will work with IT to request (19) IP addresses, update the license with the additional camera connections, program the cameras into the archiver role, name each camera once according to owner's requirements, place into specified area, and configure for motion detection appropriate for

► Statement of Work

scene

The access control installation will include the following:

- Remove the customer's existing DSX access control panel and replace with a new Trove2 enclosure with Mercury door controllers.
- Convert (3) existing doors to the new Genetec system.
- Prime assumes all existing cabling and door devices in good working condition.
- Prime will work with IT to request (1) IP address, update the license with the additional reader connections, name each door once according to owner's requirements, place into specified area, and configure for any applicable access levels and schedules

Storage Calculations

Image Sensor Quantities:

2MP (1080P): 7

3MP: 8

4MP: 8

5MP: 1

8MP (4K): 1

Based on continuous recording of 25 image sensors, a recording framerate of 10fps, and a retention period of 30 days, Prime estimates a minimum of 6.64 Tb of storage is needed. This includes a built in 20% storage buffer to allow for future expansion of the system.

Estimated required network bandwidth for camera recording: 17.48 Mbps

Access Control




Description	Price	Qty	Ext. Price
Access Control Cabinet			
Access and Power Integration - Kit includes Trove2 Enclosure and	\$527.99	1	\$527.99
Power supply charger, single output, 12/24VDC @ 6A, aux output, F	\$208.33	1	\$208.33
Voltage Regulator. 24VDC input into 5VDC or 12VDC output	\$53.34	1	\$53.34
Access power controller, 8 PTC class 2 relay output, FAI, board	\$62.96	1	\$62.96
Dual input power distribution module	\$39.13	1	\$39.13
10' Power Cord	\$9.93	1	\$9.93
10' Power Cord for panels, power supplies, etc.			
12V 7AH SLA 187 FASTON	\$23.07	2	\$46.14
12V 7AH SLA 187 FASTON			
Door Controllers			
Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	\$1,406.79	1	\$1,406.79
Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	\$656.50	1	\$656.50

Subtotal: \$3,011.11

Video Surveillance

Description	Price	Qty	Ext. Price
Genetec Licensing			
1 Omnicast Education camera connection for K12. Mu 1 Omnicast Education camera connection for K12. Must purchase Omnicast Education K12 Package - Genetec Advantage for 1 Omnicast Education camera connection for K12 - 5 years.	\$222.86	19	\$4,234.34
Outdoor Cameras			
M3116-LVE/4MP/TURET/2.4MM/IR	\$419.99	3	\$1,259.97
P3248LVE/4K/VANDM/4-8MZ/IP66	\$1,099.99	1	\$1,099.99
P3719-PLE/15MP/360/MULTI/IP67	\$1,599.99	2	\$3,199.98
T94N01D PNDNT KT	\$89.99	2	\$179.98
T91D61 WALL MOUNT	\$84.27	2	\$168.54
AXIS T91A64 CORNER BRACKET	\$79.99	2	\$159.98
Installation Consumables	\$21.43	6	\$128.58
Indoor Cameras			
M3116-LVE/4MP/TURET/2.4MM/IR	\$419.99	5	\$2,099.95
M3115LVE/1080P/TURET/2.8MM/IR	\$319.99	4	\$1,279.96
P3245-V 1080P 3.4-8.9MM DOME	\$499.99	3	\$1,499.97
P3727-PLE 4 CH W/2MP PER CH	\$1,349.99	1	\$1,349.99
TELESCOPING BRACKET 15 TO 26	\$3.99	13	\$51.87
Switch			
Aruba 2930F 24G PoE+ 4SFP+ Switch Aruba 2930F 24G PoE+ 4SFP+ Switch	\$2,357.50	1	\$2,357.50
Aruba 10G SFP+ to SFP+ 1m DAC Cable Aruba 10G SFP+ to SFP+ 1m DAC Cable	\$60.38	1	\$60.38
Raceway			
3/4' Emt Conduit Misc.2 inch HDPE	\$2.14	40	\$85.60
Camera Cabling			
24P PATCH PANEL WITH 6	\$49.34	1	\$49.34

Video Surveillance

Description	Price	Qty	Ext. Price
PANDUIT Mini-Com Cat.6 UTP Module - RJ-45 	\$7.50	12	\$90.00
Panduit Mini-Com Mounting Box for Network Module - White - White 	\$4.49	6	\$26.94
Category 6 Performance, 28 AWG UTP patch cord 3' Green Category 6 Performance, 28 AWG UTP patch cord with TX6 Modular Plugs on each end. GREEN, 3 ft.	\$14.51	6	\$87.06
Category 6 Performance, 28 AWG UTP patch cord 7' Green Category 6 Performance, 28 AWG UTP patch cord with TX6 Modular Plugs on each end. GREEN, 7 ft.	\$14.76	4	\$59.04
AXIS Network Cable with Gasket, 5m (16 ft.) - 16.40 ft Category 5e Network Cable for Network Device, Surveillance Camera - First End: 1 x RJ-45 Male Network - Second End: 1 x RJ-45 Male Network - Black - 1 Pack  <p>Shielded outdoor network cable 5 meter. Pre mounted rubber gasket and male RJ45 connectors. For use with AXIS M11-E series, AXIS P13-E series, AXIS Q16-E series, AXIS Q1755-E, AXIS Q19-E series, AXIS P33-VE series and AXIS T92/3-E housings.</p>	\$10.27	2	\$20.54
Cat6 23-4P CMP Green Cat6 23-4P CMP Green	\$0.41	3500	\$1,435.00

Subtotal: \$20,984.50

Middle School Camera and Access Control Upgrade to Genetec



Prepared by:
Prime Communications, Inc.

Dave Kanne
(402) 884-8473
dkanne@primecominc.com

Prepared for:
Springfield Platteview Community Schools

14801 South 108th Street
Springfield, NE 68059
Frank Staskiewicz
(402) 592-1300
fstaskiewicz@spsne.org

Quote Information:
Quote #: 005353

Version: 2
Delivery Date: 10/14/2021
Expiration Date: 11/12/2021

Quote Summary


Description	Amount
Access Control	\$3,011.11
Video Surveillance	\$20,984.50
Professional Services	\$14,980.24
Total:	\$38,975.85

Sales Tax Not Included.
Applicable sales tax will be calculated upon invoicing.

Payment Terms: Net 30.
Material is invoiced upon receipt.
Labor will be invoiced monthly.

Prime Communications, Inc.

Springfield Platteview Community Schools

Signature: 
Name: Dave Kanne
Title: Outside Sales Representative
Date: 10/14/2021

Signature: _____
Name: Frank Staskiewicz
Date: _____

► Exclusions and Clarifications

Sales Tax

By Default, Prime Communications does not include sales tax on quotes unless specifically requested. Applicable sales tax will be calculated and added upon invoicing

Exclusions and Clarifications

Video

Servers to be provided as part of the separate High School security quote

- 120VAC power to be provided by others at installation location of all Servers, per manufacturer specifications
- Servers to meet or exceed minimum manufacturer specifications, verify specifications with Prime Representative
- Servers should be installed in a location with adequate climate control
- UPS power for Servers to be provided by others if required by Customer

Workstations to be provided and installed by Others

- 120VAC power to be provided by others at installation location of all Workstations, per manufacturer specifications
- Workstations to meet or exceed minimum manufacturer specifications, verify specifications with Prime Representative

Monitors to be provided and installed by Others

- 120VAC power to be provided by others at installation location of all monitors, per manufacturer specifications
- Monitor Provider is responsible for ensuring video input ports for monitors are compatible with Workstations (HDMI, Display Port, DVI, VGA, etc)

Network Switches to be provided and installed by Prime

- Min. 1 x 120VAC Nema 5-15R receptacle to be provided by others at installation location of each Network Switch
- Min. 1U of rack space to be provided by others at installation location of each Network Switch (2 post or 4 post racks acceptable)
- Verify installation location of all Network Switches with Prime representative
- Unless otherwise noted in the Scope of Work, SFP modules are to be provided and installed by others where required

Patch Panels to be provided and installed by Prime

- Min. 1U of rack space to be provided by others at installation location of each Patch Panel (2 post or 4 post racks acceptable)
- Verify installation locations of all Patch Panels with Prime representative

Network Cabling to be provided and installed by Prime

- Unless otherwise specified in the Scope of Work, all pathways, sleeves, conduit, cable tray, firestopping, etc to be provided and installed by others
- All conduit junction box covers and other accessories to be provided and installed by others
- Pathway length shall not exceed 300 feet from patch panel to device location

► Exclusions and Clarifications

- All existing cabling in good working condition

Access Control

Access Control Power Supplies to be provided and installed by Prime

- Min. 1 x 120VAC Nema 5-15R receptacle to be provided by others at installation location of each Access Control Power Supply, max. consumption 840 watts per power supply
- Customer may have Power Supplies hardwired by an electrician if they prefer
- UPS power for Access Control system to be provided by others if required by customer

Locking Hardware to be provided and installed by Others

- All locking hardware and associated equipment, including but not limited to Electric Strikes, Electric Latch Retraction, Electrified Handsets, Mag Locks, and Transfer Hinges to be provided and installed by Others
- Where a transfer hinge is required, wiring between transfer hinge and locking hardware through the door is to be provided and terminated by lock hardware provider. Prime will be responsible for terminating horizontal Access Control cabling to the frame side of the transfer hinge
- All pathways to locking hardware to be provided by others
- All electrified locking hardware shall be capable of being powered by 24VDC
- Any locking hardware requiring an inrush current greater than 5 Amps shall have a power supply provided, installed and terminated by others located within 15 feet of the door
- All existing cabling and door devices in good working condition

Fire Alarm Interface to be provided and installed by Others

- A Fire Alarm interface relay shall be provided and installed by others near any Access Control Power Supplies that provide power to Mag Locks or Turnstiles, or that control any doors deemed by the customer as needing to unlock in the event of a fire. Prime will limit the use of Mag Locks to situations where there is no other acceptable locking solution

All ADA Operators, buttons, relays, wireless interfaces, etc to be provided, installed, and configured by others where required by code or customer requirements

- Customer must provide a low voltage pathway from each Operator to an accessible location in the ceiling near each Operator to allow Prime to interface the Access Control system with the Operator
- Interior and Exterior ADA buttons must be isolated as separate inputs to the ADA Operator by means of dual home run cables, 2 single channel wireless relays, or a dual channel wireless relay. 2 ADA buttons cannot be programmed to the same single channel wireless relay

No RFID credentials (Cards, FOBs, etc) are provided in this quote. Credentials are included as part of the High School security quote

General

IP Addresses Provided by others

- Customer must provide individual IP Addresses, or a block of IP Addresses to support the addition of all IP devices to be installed as part of this project
- Devices which require an IP address include, but are not limited to:
 - 2 IPs per Server (1 for iDrac, 1 for Security Network)
 - 1 IP per Workstation

► Exclusions and Clarifications

- 1 IP per Camera
- 1 IP per Network Master Controller
- 1 IP per Network Door Controller
- 1 IP per Intercom Device
- 1 IP per PBX
- 1 IP per Network IO Device
- 1 IP per Alarm Detection Panel

Network Racks to be provided and installed by Others

- All 2 and 4 post network racks to be provided and installed by others
- All cable management equipment to be provided and installed by others

Prime assumes that any existing equipment or equipment provided by others as part of this project is in good working order and is configured and installed correctly to allow the system to operate as intended. This includes but is not limited to cabling and cabling termination, network switch and router configurations, network architecture, network backbone, servers, workstations, and any other components of the network infrastructure. No labor is included in this quote to assist with configuration or troubleshooting of equipment and services provided by others. Any troubleshooting performed by Prime that is determined to be the fault of equipment or configurations provided by others will be billed to the customer at standard T&M rates

Unless otherwise stated in this Scope of Work all cyber security protections, windows updates, patches, and software maintenance to be provided and maintained by others. These services can be provided by Prime via a Service Agreement, consult your Prime sales representative for more information

Any work not explicitly included in this scope of work is implicitly excluded from the project

Prime Communications utilizes the Privileged Remote Access Management platform BeyondTrust to commission, perform training, and remotely administrate our customers' systems. A jump client will be installed on all servers. All remote sessions are audit tracked, recorded, and protected by 2FA

Unless otherwise stated in the scope of work, system commissioning performed by Prime shall consist of the following tasks. Prime will initially perform these configuration tasks, but is not responsible for ongoing maintenance of these items. If additional commissioning tasks are required by the customer, please contact your Prime sales representative. Any additional commissioning performed beyond this list will be billed at standard T&M rates

- Servers
 - Configure storage drives per best practices
 - Disable indexing on Video storage drives
 - Adjust Time Zone and Time settings
 - Enable RDP
 - Set Windows name
 - Change default Admin password and document
 - Configure Server IP Address, Subnet Mask, and Gateway and document
 - Configure automatic Daily Database backups
- Core Software
 - Apply updated GSC License file to software
 - Change default Admin password and document

► Exclusions and Clarifications

- Configure Partitions per customer needs
- Configure Areas per customer needs
- Cameras
 - Program Camera IP Address, Subnet Mask, and Gateway and document
 - Change default Camera password and document
 - Upgrade Camera firmware to the latest supported by current version of software
 - Confirm WDR is enabled, and video quality settings are appropriate for camera scene
 - Add Camera to software
 - Add Camera to proper Partition and Area
 - Rename Camera per standards and with customer input
 - Configure Camera streams to established Prime or Customer standards
 - Enable Dynamic FPS and Dynamic GOP if supported
 - Configure Motion Detection settings to established Prime or Customer standards
 - Verify Cameras are streaming live video
 - Verify Cameras are recording
 - Screenshot approved view and or create Config Tool Thumbnail
 - Link Cameras to other entities where applicable
- Doors
 - Program IP Address, Subnet Mask, and Gateway for any network Door Controllers and document
 - Change default Door Controller password and document
 - Update Door Controller firmware to the latest supported by current version of software
 - Add Door to software
 - Add Door and Door Controller to proper Partition and Area
 - Configure hardware connections and door properties appropriately
 - Configure Access Rules, Schedules, Alarms, and Linked Cameras where applicable per Customer standards
- Cardholders
 - Create Cardholder Groups, Access Rules, and Schedules per Customer requirements
 - Create Custom Fields for Cardholders per Customer requirements
 - Prime will cover the creation of Badge Templates during training. Unless otherwise stated in Scope of Work, Prime is not responsible for creation of large quantities of Badge Templates
 - Prime will cover Cardholder administration during training. Unless otherwise stated in the Scope of Work, Prime is not responsible for adding all Cardholders to the system or for ongoing Cardholder administration
- Users
 - Create User Groups and assign Privileges per Customer requirements
 - Prime will configure a small initial group of Genetec Administrator / Power Users. Administration of Users will be covered during the training, Prime is not responsible for adding all Genetec Users to the system or for ongoing Genetec User administration

► Terms & Conditions

Terms & Conditions - Prime Standard

TERMS AND CONDITIONS OF CONTRACT FOR SALE

1. CONTRACT BETWEEN BUYER AND SELLER: These terms and conditions of sale, together with a services agreement (if any) (which is incorporated herein by this reference) (collectively, these “Terms”), are the only terms which govern the sale of the products and/or services (collectively, the “Goods”) described herein by Prime Communications, Inc. (“Seller”) to the person or entity purchasing the Goods (“Buyer”). Buyer will be deemed to have assented to the Terms by (a) executing and delivering an acknowledgement of these Terms to Seller or (b) acceptance of any of the Goods. No additional or different specifications will be binding upon Seller unless specifically agreed to in writing. Any additional or different terms already or hereafter proposed by Buyer, whether in a purchase order or otherwise, are hereby rejected and shall not apply; failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these Terms nor an acceptance of any such provisions. Any invoice, together with these Terms, comprises the entire agreement between the parties with respect to the supply of the Goods, and any contract arising therefrom shall be governed solely by the invoice and these Terms (the “Contract”), which supersede all prior or contemporaneous understandings, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between a provision of this Contract and a provision of any other applicable document, including all SOWs, change orders, service agreements and schedules, the provision imposing the more demanding term, condition, duty or standard of performance on Buyer, or the greater limitation on the nature and type of relief or damages allowed to Buyer, shall control.

2. DELAYS: If either party is delayed or prevented from performing its obligations under this Contract as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Buyer’s computer system, Seller system downtime for routine maintenance, network problems or telecommunications failure (each a “Force Majeure Event”), the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

3. LIABILITY: BUYER AGREES THAT, IN NO EVENT WILL SELLER’S LIABILITY WITH RESPECT TO ANY CLAIM UNDER THIS CONTRACT EXCEED THE FEES PAID TO SELLER BY BUYER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

4. WARRANTY: (a) Seller warrants, for a period of 12 months from the completion of any services provided pursuant to this Contract, that the services (i) shall be performed diligently and in a good and workmanlike manner, in accordance with the terms hereof, and (ii) shall conform to applicable specifications. As Buyer’s sole and exclusive remedy for Seller’s breach of the foregoing warranty, Seller will, in its reasonable discretion, re-perform any services Seller reasonably determines did not meet this warranty at the time the services were rendered. Seller’s obligations in relation to the warranty set out in this Section 4(a) shall be limited to such re-performance and shall be conditional upon Buyer notifying Seller in writing of any alleged defect within 10 days after its discovery. Such notice shall include an explanation of the claimed warranty defect and proof of date of performance of the services for which warranty coverage is sought.

(b) The warranty set out in Section 4(a) shall not apply to: (i) defects caused by abuse, negligence or accident, acts of nature (including lightning strikes), improper operation, or power surge/loss; (ii) equipment that has been maintained, repaired or modified by persons other than Seller or persons authorized by Seller; (iii) equipment that has been used or serviced otherwise than in conformity with Seller’s applicable specifications, manuals, bulletins or instructions; (iv) equipment that has been improperly used, stored or operated; (v) preventative maintenance, inspections or any other maintenance required to keep the system operational; or (vi) consumable items, including but not limited to printer heads, access cards and other items designed to fail in order to protect the equipment (*i.e.*, fuses and surge protectors).

(c) Warranties on products sold but not manufactured by the Seller are expressly limited to the terms of warranties of the manufacturer of such products. Seller shall use its reasonable efforts to transfer to Buyer the benefit of any warranty or guarantee given to Seller by the manufacturer of such third party products.

(d) EXCEPT AS OTHERWISE NOTED IN THIS CONTRACT OR IN THE APPLICABLE SERVICES AGREEMENT, BUYER AGREES THAT ALL GOODS PROVIDED PURSUANT TO THIS CONTRACT ARE PROVIDED ON AN “AS IS,” AND “AS AVAILABLE” BASIS. SELLER AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND PERTAINING TO THE GOODS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER SELLER NOR ITS LICENSORS MAKES ANY WARRANTY THAT THE GOODS OR SERVICES PROVIDED HEREUNDER WILL MEET BUYER’S REQUIREMENTS, NOR DO SELLER OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE GOODS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GOODS OR SERVICES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO BUYER.

5. ADVICE BY SELLER: The giving or failure to give advice or recommendation of any character by Seller shall not impose any liability upon Seller nor grant to the Buyer any license to the use of any of Seller’s patents, trademarks, trade names, technology, or any other intellectual property.

6. CREDITWORTHINESS: All shipments to be made hereunder shall at all times be subject to the approval of Seller’s Credit Department and, if the

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financial responsibility of Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of this Contract, then, in any such event, Seller may defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Seller or cash payments in advance, or it may terminate this Contract.

7. ASSIGNMENT: This Contract, together with all rights, liabilities and obligations arising thereunder, may be assigned wholly or in part by Seller to any one or more of the entities affiliated with the Seller, without the necessity of prior notice to Buyer. Buyer may not assign its rights or obligations under this Contract without Seller's prior written consent, which may be withheld or conditioned at the discretion of Seller.

8. TAXES: The price specified herein or in any invoice does not include the amount of any present or future tax applicable to the sale, manufacture, delivery, use and/or other handling of material hereunder, and any such taxes shall be paid by the Buyer.

9. CHANGES: Seller assumes no responsibility for any changes in the specifications outlined in the original order, unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes. Seller assumes no responsibility for additional costs which result from changes made by the Buyer in shipping or production schedules, if such changes cause an increase in Seller's cost or in the time of performance of this Contract, unless such changes are confirmed in writing by the Buyer and accepted in writing by the Seller. Additional costs arising from changes which have not been accepted in writing by the Seller will be claimed against the Buyer. Such claim is to be payable upon presentation.

10. PRICE; PAYMENT: The price specified in this Contract or any invoice for any Goods provided hereunder may be changed by Seller upon 10 days written notice to Buyer. Seller shall furnish Buyer an invoice, which shall describe the Goods purchased and the amount due to Seller. Buyer shall pay all amounts due and owing within 30 days. Any payment that is past due to Seller by more than 30 days shall bear interest at the rate of 18% per annum or the highest rate allowed by applicable law (whichever is lower). Buyer shall reimburse Seller for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

11. MATERIALS: If materials or equipment which the Seller is required to furnish the Buyer hereunder become unavailable either temporarily or permanently through causes beyond the control and without the fault of the Seller, then in case of temporary unavailability, the contract time shall be extended by change order for such period of time as the Seller shall be delayed by such unavailability and, in the case of permanent unavailability, the Seller shall be excused from the requirement of furnishing such materials or equipment. The Buyer agrees to pay the Seller any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

12. EQUIPMENT: Any tools or equipment which Seller constructs or acquires specifically and solely for use on Buyer's order, shall be and remain Seller's property and in Seller's sole possession and control, and any changes made by Seller therefore shall be for the use of such equipment only. When for a term of 1 year no orders are accepted from Buyer for products to be made with such equipment, Seller may make such disposition thereof as it desires without liability to Buyer. Seller shall have no responsibility for loss or damages to such equipment or any material owned or furnished by Buyer while in Seller's possession. Tool charges designated as estimated will vary in accordance with actual cost.

13. SITE CONDITIONS: If, in the course of providing services or installing equipment, Seller encounters any condition that it deems to be, in its reasonable discretion, unsafe, hazardous, or otherwise impacts its ability to safely perform its obligations, including, but not limited to, the presence of hazardous materials, upon notification of such conditions by Seller, Buyer shall promptly take any action necessary to remove or remediate such condition or material. Seller may suspend services until such condition has been remediated by Buyer to the satisfaction of Seller; provided, however, that if Buyer fails to correct the condition within thirty (30) days after receipt of notice of such condition, Seller shall have the right to terminate this Contract upon notice to Buyer, without incurring any additional liability. The cost of any investigation (including consultant's fees and attorneys' fees and testing), removal, remediation, restoration and/or abatement of such conditions shall be borne solely by Buyer.

14. INTELLECTUAL PROPERTY: Buyer acknowledges and agrees that Seller, its licensors and manufacturers of any equipment or deliverables may own or maintain certain trademark, copyright, patent, inventions, trade secret or other intellectual property rights (the "Intellectual Property") in and to the deliverables, services, equipment or any other product or service made available to Buyer under this Contract. Buyer further acknowledges and agrees that Seller, its licensors and/or third party manufacturers own all right, title and interest in and to such Intellectual Property, and Buyer will refrain from modifying, enhancing, reverse engineering, updating, improving or otherwise commercializing such Intellectual Property, except as expressly authorized under this Contract. Seller may from time to time arrange for Buyer's purchase, lease or license of equipment or deliverables that amount to third party hardware, equipment, software, services, or other products not owned by Seller. Buyer's use of such third party equipment or deliverables is governed by the terms and conditions provided by such third party, and Buyer agrees to abide by all such terms and conditions. Seller makes no independent representations and warranties with respect to any third party equipment or deliverables, and shall have no liability arising out of or relating to Buyer's use thereof. Seller agrees to pass through to Buyer any warranties provided by a manufacturer of such third party equipment or deliverable to Buyer, if applicable. Any third party warranties are the exclusive remedies of Buyer with respect to third party equipment or deliverables. Except as expressly set forth in these terms and conditions, Buyer acknowledges and agrees that nothing in these terms and conditions shall transfer any right, title or interest in any of Seller's Intellectual Property.

15. POINT OF DELIVERY: Delivery to carrier at point of shipment shall constitute delivery to Buyer and Buyer shall assume all risk for subsequent loss or damage. Title to the Goods shall transfer at such deliver point. The fact that in some instances a different "F.O.B." point may be shown on the face hereof, or that all or a part of freight charges may be prepaid, assumed, or allowed by Seller, is for Buyer's convenience only.

16. INDEMNIFICATION: Buyer agrees to indemnify and hold Seller and each of its respective affiliates, officers, directors, agents and employees harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively, "Claims"), arising out of or related to (a) an alleged violation by Buyer of this Contract, (b) a claim of intellectual property infringement arising

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out of or relating to any use by Seller of items supplied by Buyer or deliverables prepared by Seller based upon specifications provided by Buyer, (c) a claim of a violation of any applicable rule, law, regulation, court order or decree or other like item while using a service or deliverable provided by Seller, regardless of whether such person has been authorized to use such services or deliverables by Buyer, (d) a material breach of any representation, warranty, or obligation made by Buyer hereunder, or by any allegation which, if true, would constitute a breach of said representation and warranty, or (e) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of Buyer, its officers, directors, agents or employees. Without limiting the generality of the foregoing, Buyer shall pay Seller all reasonable fees incurred, including attorneys' fees, for time spent by Seller in responding to third party complaints regarding Buyer's use of any service, equipment or deliverables provided by Seller.

17. WAIVERS: No waiver by Seller of any breach of any provision hereof shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this Contract.

18. GOVERNING LAW: This Contract shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods. To the extent applicable, each party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Douglas County, Nebraska, to govern all disputes arising out of this Contract.

19. CANCELLATION: This Contract is subject to cancellation by Buyer only upon Seller's accepting such cancellation in writing, and the effective date of such cancellation shall be the date of such acceptance. The date of such acceptance notwithstanding, Seller shall have the right to continue the processing of the materials or articles affected to the point at which the processing can be halted with the least inconvenience to the Seller under the circumstances. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the cancelled portion of this Contract.

20. TIME LIMITATION ON CLAIMS: Any course of dealing between the parties to the contrary notwithstanding, at Seller's election, any claim for breach of warranty, shortage, failure or delay in delivery or otherwise shall be deemed waived by Buyer unless presented in writing to Seller within the specified warranty period in the case of claims of breach of warranty, or within sixty (60) days from date of agreed delivery in case of other claims. Causes of action for breach of this Contract shall not be asserted after (1) year from the date said cause of action accrues, provided that this limitation shall not apply to actions by Seller to recover the purchase price of Goods sold hereunder.

21. CONFIDENTIALITY: Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to Seller's business (the "Information") which Buyer may obtain or which Seller may disclose to Buyer in connection with this Contract, shall be deemed to be confidential and Buyer shall not use the Information for its own purposes (other than for this Contract), nor shall Buyer disclose the Information to any person or firm except as may be specifically authorized by Seller in writing.

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.

We have prepared a quote for you

**HS Camera and Access Control upgrade to
Genetec**

Quote # 005342 v3

Prepared for:

**Springfield Platteview Community
Schools**

Frank Staskiewicz
fstaskiewicz@spcsne.org

Prepared by:

Prime Communications, Inc.

Dave Kanne
dkanne@primecominc.com

Wednesday, October 20, 2021

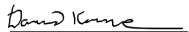
Springfield Platteview Community Schools
Frank Staskiewicz
14801 South 108th Street
Springfield, NE 68059
fstaskiewicz@spscne.org

Dear Frank,

Thank you for inviting Prime Communications to participate in the selection process for your project. Prime Communications was founded in 2001 with a commitment to deliver quality solutions, installed by certified technicians, and supported by a dedicated customer support team. With over 17 years' experience focused in physical security and infrastructure, we are able to meet the growing needs of the corporate enterprise sector. Our extensive experience makes us a premier integration partner who understands the strengths and complexities of today's physical security solutions.

Our unique approach to project implementation focuses on end to end project management, engineered design, and professional deployment. Our experienced technical support team will be there after deployment to manage your systems and be your liaison to our engineering team. The Prime Communications team understands that each customer engagement is unique and requires great attention to detail before, during, and after your project is launched.

Thank you again for your time and consideration through the initial phase of this process. We look forward to the opportunity to partner with you.

A handwritten signature in black ink that reads "Dave Kanne".

Dave Kanne
Outside Sales Representative
Prime Communications, Inc.

► Statement of Work

Scope of Project

Prime Communications will install access control and video surveillance at the high school for Springfield Plattview Public Schools in Springfield, NE. The devices will connect to the customer's existing Genetec system.

The video surveillance installation will include the following:

- Camera #1: Front Desk. Install an Axis P3717-PLE. Camera requires a new cable.
- Camera #2: West Hallway/Middle Hallway. Install an Axis P3717-PLE. Existing cable will be reused.
- Camera #3: West Hallway/West Doors. Install an Axis M3115-LVE. Existing cable will be reused.
- Camera #4: West Hallway/North Doors/North Hallway. Install an Axis M3115-LVE. Existing cable will be reused.
- Camera #5: North Hallway Center. Install an Axis M3115-LVE. Existing cable will be reused.
- Camera #6: East Hallway North Doors. Install an Axis M3115-LVE. Camera requires a new cable.
- Camera #7: East Hallway Middle Doors. Install an Axis P3717-PLE. Camera requires a new cable.
- Camera #8: East Hallway/Middle Hallway. Install an Axis P3715-PLE. Camera requires a new cable.
- Camera #9: Main Corridor East Hallway. Install an Axis P3717-PLE. Camera requires a new cable.
- Camera #10: East Hallway/South Middle Hallway. Install an Axis P3715-PLE. Camera requires a new cable.
- Camera #11: East Hallway SE Gym Door. Install an Axis M3116-LVE. Camera requires a new cable.
- Camera #12: East Hallway South Exit. Install an Axis M3116-LVE. Camera requires a new cable.
- Camera #13: Back Gym. Install an Axis P3807-PLVE. Camera requires a new cable.
- Camera #14: West Hallway South Exit. Install an Axis M3116-LVE. Camera requires a new cable.
- Camera #15: Band Room. Install an Axis P3717-PLE. Camera requires a new cable.
- Camera #16: East Hallway NW Gym Doors. Install an Axis M3115-LVE. Camera requires a new cable.
- Camera #17: West Hallway Choir Room. Install an Axis P3068-P. Camera requires a new cable.
- Camera #18: West Hallway Café Entrance. Install an Axis P3717-PLE. Camera requires a new cable.
- Camera #19: Cafeteria. Install an Axis P3717-PLE. Camera requires a new cable.
- Camera #20: Kitchen. Install an Axis M3115-LVE. Camera requires a new cable.
- Camera #21: Storeroom. Install an Axis P3068-P. Camera requires a new cable.
- Camera #22: Old Commons. Install an Axis M3116-LVE. Existing cable will be reused.
- Camera #23: Auditorium Hallway South Exit. Install an Axis P3715-PLE. Camera requires a new cable.
- Camera #24: New Commons West. Install an Axis P3717-PLE. Camera requires a new cable.
- Camera #25: New Commons East. Install an Axis P3717-PLE. Camera requires a new cable.
- Camera #26: Auditorium Entrance. Install an Axis M3115-LVE. Camera requires a new cable.

► Statement of Work

- Camera #27: Auditorium Scene Shop. Install an Axis M3116-LVE. Existing cable will be reused.
- Camera #28: Auditorium Camera. Install an Axis P3807-PLVE above the control booth window. Camera requires a new cable.
- Camera #29: Gym South. Install an Axis P3248-VE. Existing cable will be reused.
- Camera #30: Gym North. Install an Axis P3248-VE. Existing cable will be reused.
- Camera #31: Exterior Northeast Gym Doors. Install an Axis M3116-LVE. Existing cable will be reused.
- Camera #32: North Gym Hallway. Install an Axis P3715-PLE. Camera requires a new cable.
- Camera #33: Hall of Honor. Install an Axis P3715-PLE. Existing cable will be reused.
- Camera #34: NW Gym Doors. Install an Axis P3248-V. Existing cable will be reused.
- Camera #35: Exterior NW Gym Exterior Doors. Install a corner mounted Axis P3719-PLE. Camera requires a new cable
- Camera #36: Exterior Parking Lot North. Install an Axis P3248-LVE. Existing cable will be reused.
- Camera #37: Exterior Ticket Booth. Install an Axis P3247-LVE. Camera requires a new cable.
- Camera #38: Exterior Press Box. Install a corner mounted Axis P3719-PLE. Camera requires a new cable.
- Camera #39: Exterior Bleachers North. Install an Axis P3247-LVE. Existing cable will be reused.
- Camera #40: Exterior Bleachers South. Install an Axis P3247-LVE. Existing cable will be reused.
- Camera #41: Exterior Commons East Doors. Install an Axis P3807-PLVE. Existing cable will be reused.
- Camera #42: Exterior SE Dock Door. Install an Axis P3247-LVE. Camera requires a new cable.
- Camera #43: Exterior South Exterior Gym (Boozadome). Install an Axis P3807-PLVE. Existing cable will be reused.
- Camera #44: Exterior South Band Room. Install an Axis P3807-PLVE. Camera requires a new cable.
- Camera #45: Exterior Band Room West Wall. Install an Axis P3248-LVE. Camera requires a new cable.
- Camera #46: Exterior Café West Wall South. Install a corner mounted Axis P3719-PLE. Existing cable will be reused.
- Camera #47: Exterior Café West North. Install an Axis P3248-LVE. Existing cable will be reused.
- Camera #48: Exterior Main Entrance. Install an Axis M3116-LVE. Existing cable will be reused
- Camera #49: Exterior West Middle Doors. Install a corner mounted Axis P3719-PLE. Existing cable will be reused.
- Camera #50: Exterior NW Corner. Install a corner mounted Axis P3719-PLE. Existing cable will be reused. Raceway will be required to reach the camera location.
- Camera #51: Exterior West Rooftop Parking Lot. Install an Axis P1448-LE on a new rooftop sled. Camera requires a new cable.
- Camera #52: Exterior East Rooftop Parking Lot. Install an Axis P1448-LE on an existing rooftop sled. Camera requires a new cable.
- Camera #53: Front Desk Camera. Install an Axis M3115-LVE. Camera requires a new cable.
- Camera #54: Exterior Admin Building. Install an Axis P3807-PLVE. Existing cable will be reused.

► Statement of Work

- Camera #55: Exterior Maintenance Building. Install an Axis P3807-PLVE. Existing cable will be reused.
- Camera #56: Exterior NE corner Front Gym. Install Axis 3228-LVE. Camera requires a new cable and license.
- Camera #57: Exterior SW corner Front Gym. Install Axis 3228-LVE. Camera requires a new cable and license.
- New Server will be installed in the data room to provide storage for high school and middle school cameras included in the separate middle school security upgrade quote.
- Prime assumes all existing cabling in good working condition
- Prime will work with IT to request (55) IP addresses, update the license with the additional camera connections, program the cameras into the archiver role, name each camera once according to owner's requirements, place into specified area, and configure for motion detection appropriate for scene

The access control installation will include the following:

- Remove the customer's existing DSX access control panel and replace with a new Kele enclosure with Mercury door controllers.
- Convert (6) existing doors to the new Genetec system.
- Door #1: Install access control on East storeroom door. Devices include an Aperio POE HUB and an Aperio handset.
- Door #2: Install access control on Northwest storeroom door. Devices include a card reader, strike, REX motion, and door contact. Raceway will be required to reach the door location.
- Door #3: Install access control on East commons door. Devices include a card reader, strike, REX motion, and (2) door contacts.
- Prime assumes all existing cabling and door devices in good working condition.
- Prime will work with IT to request (3) IP address, update the license with the additional reader connections, name each door once according to owner's requirements, place into specified area, and configure for any applicable access levels and schedules

Prime will install four switches. One switch will be installed in the North IDF, Auditorium IDF, MDF and Press Box. All Aruba switches will be stacked with the existing switches already installed.

Storage Calculations

Image Sensor Quantities:

2MP (1080P): 90

3MP: 15

4MP: 28

► Statement of Work









5MP: 3

8MP (4K): 14

Based on continuous recording of 150 image sensors, a recording framerate of 10fps, and a retention period of 30 days, Prime estimates a minimum of 36.92 Tb of storage is needed. This includes a built in 20% storage buffer to allow for future expansion of the system.

Estimated required network bandwidth for camera recording: 97.54 Mbps



Access Control

Description	Price	Qty	Ext. Price
Genetec Licenses			
1 Synergis Education reader connection for K12. Mu 1 Synergis Education reader connection for K12. Must purchase Synergis Education K12 Package (GSC-EDU-SY-BASE). Includes Genetec Advantage for 1 Synergis Education reader connection for K12 – 5 years.	\$232.14	1	\$232.14
Access Control Cabinet			
Synergis Cloud Link with 2GB of RAM, 16GB Flash, image installed with Synergis access control firmware, four RS-485 ports, PoE. 	\$1,067.86	1	\$1,067.86
Kele Can Kele Can	\$545.14	1	\$545.14
Tamper Switch With Screw Mount/ Closed Loop	\$5.89	1	\$5.89
2X2 Narrow finger, slotted wiring duct. Base and c 	\$6.81	12	\$81.72
2X2 Narrow finger, slotted wiring duct. Base and covers sold separately.			
Covers duct to protect wires, improve aesthetics a 	\$2.02	12	\$24.24
Covers duct to protect wires, improve aesthetics and provides greater wire capacity.			
Narrow finger, slotted wiring duct. Base and cover 	\$6.34	12	\$76.08
Narrow finger, slotted wiring duct. Base and covers sold separately.			
Covers duct to protect wires, improve aesthetics a 	\$1.30	12	\$15.60
Covers duct to protect wires, improve aesthetics and provides greater wire capacity. Base and covers sold separately.			
2-EFLOW6NB PWR SPLY 	\$705.81	1	\$705.81
OUTPUT POWER DISTRIBUTION BOARD 	\$37.57	1	\$37.57
ACM 8 W/CIRC BRKR 	\$64.84	2	\$129.68
10' Power Cord 10' Power Cord for panels, power supplies, etc.	\$9.93	1	\$9.93

Access Control

Description	Price	Qty	Ext. Price
12V 7AH SLA 187 FASTON 12V 7AH SLA 187 FASTON 	\$23.07	3	\$69.21
Door Controllers			
Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	\$1,406.79	1	\$1,406.79
Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	\$656.50	4	\$2,626.00
Doors			
APERIO CYLINDRICAL LOCK - KEY	\$2,142.86	1	\$2,142.86
SIGNO/20/MULL/BLE/13.56M/125K	\$204.97	2	\$409.94
iRex Plus Accessory, Access Control Module, PIR... iRex Plus Accessory, Access Control Module, PIR, Request To Exit 	\$65.24	2	\$130.48
1" recessed with 2 switches, 2 closed loop, White	\$22.16	3	\$66.48
Electric Strike, 9400 Series, 1/2 Inch Slim-Line Form, Internall	\$342.86	1	\$342.86
Electric Strike Pack, 5200C Series, Includes Electric Strike Bod	\$135.24	1	\$135.24
Installation Consumables	\$21.43	3	\$64.29
Aperio Materials			
IN100-10G77-BIPS-B-L-L-26D-RHR	\$1,088.86	1	\$1,088.86
IN120 CYLINDRIAL COVER PLATE IN120 CYLINDRIAL COVER PLATE	\$156.86	1	\$156.86
Aperio AH40 Hub Aperio AH40 Hub	\$469.60	1	\$469.60
Credentials			
ICLASS 2K/2 SE, COMPOSITE, PROG, F-GLOSS, B-GLOSS, MATCHING, NO S	\$3.81	250	\$952.50
Raceway			
3/4' Emt Conduit Misc.2 inch HDPE	\$2.14	20	\$42.80

Access Control

Description	Price	Qty	Ext. Price
Access Control Cabling			
4 Element Composite Cable PLNM, 4461030-PC 4 Element Composite Cable PLNM, 4461030-PC Prime Communications Private Labeled Cabling	\$0.99	1000	\$990.00
PANDUIT Mini-Com Cat.6 UTP Module - RJ-45 	\$7.50	2	\$15.00
Panduit Mini-Com Mounting Box for Network Module - White - White 	\$4.49	1	\$4.49
Category 6 Performance, 28 AWG UTP patch cord 3' Green Category 6 Performance, 28 AWG UTP patch cord with TX6 Modular Plugs on each end. GREEN, 3 ft.	\$14.51	1	\$14.51
Category 6 Performance, 28 AWG UTP patch cord 7' Green Category 6 Performance, 28 AWG UTP patch cord with TX6 Modular Plugs on each end. GREEN, 7 ft.	\$14.76	1	\$14.76
Cat6 23-4P CMP Green Cat6 23-4P CMP Green	\$0.41	150	\$61.50

Subtotal: \$14,136.69

Video Surveillance




Description	Price	Qty	Ext. Price
Genetec Licensing			
1 Omnicast Education camera connection for K12. Mu 1 Omnicast Education camera connection for K12. Must purchase Omnicast Education K12 Package - Genetec Advantage for 1 Omnicast Education camera connection for K12 - 5 years.	\$222.86	55	\$12,257.30
Genetec Server			
Streamvault™ 2011E series - 2U 14 Bay Streamvault™ Appliance 48TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (6) 8TB SATA HDD (2) 1GbE RJ45 Ports (2) 1100W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Genetec™ S	\$11,667.86	1	\$11,667.86
IDRAC ENTERPRISE LICENSE 14G SERVERS	\$251.43	1	\$251.43
1500VA RACK TOWER UPS	\$478.56	1	\$478.56
Outdoor Cameras			
P3247LVE/5MP/VANDOM/3-8MZ/IP66	\$899.99	2	\$1,799.98
P1448LE/4K/BULET/3-10MZ/IP67	\$949.99	2	\$1,899.98
T91B47 100-410MM-POLE MNT	\$85.70	2	\$171.40
P3807PVE/8MP/DOM/180DEG/IP67	\$1,349.99	5	\$6,749.95
M3116-LVE/4MP/TURET/2.4MM/IR	\$419.99	2	\$839.98
P3248LVE/4K/VANDM/4-8MZ/IP66	\$1,099.99	5	\$5,499.95
P3719-PLVE/15MP/360/MULTI/IP67	\$1,599.99	5	\$7,999.95
T94N01D PNDNT KT	\$89.99	5	\$449.95
T91D61 WALL MOUNT	\$84.27	5	\$421.35
AXIS T91A64 CORNER BRACKET	\$79.99	5	\$399.95
Installation Consumables	\$21.43	21	\$450.03
Indoor Cameras			
P3715-PLVE/2X2MP/180/DOME/IR	\$899.99	5	\$4,499.95
M3068P/12MP/FISHEYE/360	\$669.99	2	\$1,339.98
P3807PVE/8MP/DOM/180DEG/IP67	\$1,349.99	2	\$2,699.98

Video Surveillance

Description	Price	Qty	Ext. Price
P3248LV/4K/VANDOM/4-8MZ/IR/AUD	\$979.99	2	\$1,959.98
M3116-LVE/4MP/TURET/2.4MM/IR	\$419.99	5	\$2,099.95
M3115LVE/1080P/TURET/2.8MM/IR	\$319.99	8	\$2,559.92
P3245-V 1080P 3.4-8.9MM DOME	\$499.99	1	\$499.99
P3727-PLE 4 CH W/2MP PER CH	\$1,349.99	9	\$12,149.91
P3228LVE/VANDOM/4K/3.5-10MZ/IR	\$1,099.99	2	\$2,199.98
TELESCOPING BRACKET 15 TO 26	\$3.99	34	\$135.66
Press Box Rack			
NavePoint 9U Wall-Mount Network Cabinet, 650mm Depth, Hinged Back	\$424.41	1	\$424.41
Switches			
Aruba 2930F 48G PoE+ 4SFP+ 740W Switch Aruba 2930F 48G PoE+ 4SFP+ 740W Switch	\$4,467.75	1	\$4,467.75
Aruba 2930F 24G PoE+ 4SFP+ Switch Aruba 2930F 24G PoE+ 4SFP+ Switch	\$2,357.50	1	\$2,357.50
Aruba 3810M 24G PoE+ 1-slot Swch Aruba 3810M 24G PoE+ 1-slot Swch	\$2,817.50	1	\$2,817.50
Aruba 3810M 4-port Stacking Module Aruba 3810M 4-port Stacking Module	\$664.12	1	\$664.12
Aruba X372 54VDC 680W PS Aruba X372 54VDC 680W PS	\$430.68	1	\$430.68
Aruba 3800/3810M 3m Stacking Cable Aruba 3800/3810M 3m Stacking Cable	\$264.50	1	\$264.50
Aruba 10G SFP+ to SFP+ 1m DAC Cable Aruba 10G SFP+ to SFP+ 1m DAC Cable	\$60.38	3	\$181.14
Transition Networks Managed Hardened Gigabit Ethernet PoE+ Rack Mountable Switch - 16 Ports - Manageable - 4 Layer Supported - Modular - 4 SFP Slots - Optical Fiber, Twisted Pair - Rack-mountable - 5 Year Limited Warranty	\$1,648.25	1	\$1,648.25
Transition Networks 48 VDC Industrial Power Supply Transition Networks 48 VDC Industrial Power Supply - 110 V AC, 220 V AC Input	\$372.82	1	\$372.82



Video Surveillance

Description	Price	Qty	Ext. Price
Sled			
Baird B3-34x40 Sled Misc.2 inch HDPE	\$428.57	1	\$428.57
Concrete Blocks Misc.2 inch HDPE	\$3.21	6	\$19.26
Raceway			
3/4' Emt Conduit Misc.2 inch HDPE	\$2.14	20	\$42.80
Camera Cabling			
24P PATCH PANEL WITH 6	\$49.34	4	\$197.36
PANDUIT Mini-Com Cat.6 UTP Module - RJ-45 	\$7.50	64	\$480.00
Panduit Mini-Com Mounting Box for Network Module - White - White 	\$4.49	62	\$278.38
Category 6 Performance, 28 AWG UTP patch cord 3' Green Category 6 Performance, 28 AWG UTP patch cord with TX6 Modular Plugs on each end. GREEN, 3 ft.	\$14.51	32	\$464.32
Category 6 Performance, 28 AWG UTP patch cord 7' Green Category 6 Performance, 28 AWG UTP patch cord with TX6 Modular Plugs on each end. GREEN, 7 ft.	\$14.76	24	\$354.24
AXIS Network Cable with Gasket, 5m (16 ft.) - 16.40 ft Category 5e Network Cable for Network Device, Surveillance Camera - First End: 1 x RJ-45 Male Network - Second End: 1 x RJ-45 Male Network - Black - 1 Pack  Shielded outdoor network cable 5 meter. Pre mounted rubber gasket and male RJ45 connectors. For use with AXIS M11-E series, AXIS P13-E series, AXIS Q16-E series, AXIS Q1755-E, AXIS Q19-E series, AXIS P33-VE series and AXIS T92/3-E housings.	\$10.27	8	\$82.16
CPR RJ45 ZPLUG SHLD 6A BLK LTC	\$17.13	2	\$34.26
Cable, Cat6, 23-4P, Direct Burial, UV Resistant... Cable, Cat6, 23-4P, Direct Burial, UV Resistant, Outdoor Rated, Black	\$0.47	700	\$329.00
Cat6 23-4P CMP Green Cat6 23-4P CMP Green	\$0.41	6800	\$2,788.00

Video Surveillance

Description	Price	Qty	Ext. Price
Subtotal:			\$100,609.94

HS Camera and Access Control upgrade to Genetec



Prepared by:
Prime Communications, Inc.

Dave Kanne
(402) 884-8473
dkanne@primecominc.com

Prepared for:
Springfield Platteview Community Schools

14801 South 108th Street
Springfield, NE 68059
Frank Staskiewicz
(402) 592-1300
fstaskiewicz@spsne.org

Quote Information:
Quote #: 005342

Version: 3
Delivery Date: 10/20/2021
Expiration Date: 11/11/2021

Quote Summary


Description	Amount
Access Control	\$14,136.69
Video Surveillance	\$100,609.94
Professional Services	\$44,217.96
Total:	\$158,964.59

Sales Tax Not Included.
Applicable sales tax will be calculated upon invoicing.

Payment Terms: Net 30.
Material is invoiced upon receipt.
Labor will be invoiced monthly.

Prime Communications, Inc.

Springfield Platteview Community Schools

Signature: 
Name: Dave Kanne
Title: Outside Sales Representative
Date: 10/20/2021

Signature: _____
Name: Frank Staskiewicz
Date: _____

► Exclusions and Clarifications

Sales Tax

By Default, Prime Communications does not include sales tax on quotes unless specifically requested. Applicable sales tax will be calculated and added upon invoicing

Exclusions and Clarifications

Prime Communications does not include sales tax on quotes unless specifically requested. Applicable sales tax will be calculated and added upon invoicing

Video

Servers to be provided and installed by Prime

- Min. 2 x 120VAC Nema 5-15R receptacles to be provided by others at installation location of each Server, max. consumption 1500 watts per receptacle
- Min. 4U of rack space to be provided by others at installation location of each Server. Servers should be installed in a 4 post rack only. If server is to be installed in a 2 post rack, Prime can provide a mounting kit for an additional cost
- Servers should be installed in a location with adequate climate control
- Coordinate installation location of all Servers with Prime representative
- UPS units are included for each server provided by Prime. If UPS power is already provided at the installation location of each server, contact your

Workstations to be provided and installed by Others

- 120VAC power to be provided by others at installation location of all Workstations, per manufacturer specifications
- Workstations to meet or exceed minimum manufacturer specifications, verify specifications with Prime Representative

Monitors to be provided and installed by Others

- 120VAC power to be provided by others at installation location of all monitors, per manufacturer specifications
- Monitor Provider is responsible for ensuring video input ports for monitors are compatible with Workstations (HDMI, Display Port, DVI, VGA, etc)

Network Switches to be provided and installed by Prime

- Min. 1 x 120VAC Nema 5-15R receptacle to be provided by others at installation location of each Network Switch
- Min. 1U of rack space to be provided by others at installation location of each Network Switch (2 post or 4 post racks acceptable)
- Verify installation location of all Network Switches with Prime representative
- Unless otherwise noted in the Scope of Work, SFP modules are to be provided and installed by others where required

Patch Panels to be provided and installed by Prime

- Min. 1U of rack space to be provided by others at installation location of each Patch Panel (2 post or 4 post racks acceptable)
- Verify installation locations of all Patch Panels with Prime representative

► Exclusions and Clarifications

Network Cabling to be provided and installed by Prime

- Unless otherwise specified in the Scope of Work, all pathways, sleeves, conduit, cable tray, firestopping, etc to be provided and installed by others
- All conduit junction box covers and other accessories to be provided and installed by others
- Pathway length shall not exceed 300 feet from patch panel to device location

Access Control

Access Control Power Supplies to be provided and installed by Prime

- Min. 1 x 120VAC Nema 5-15R receptacle to be provided by others at installation location of each Access Control Power Supply, max. consumption 840 watts per power supply
- Customer may have Power Supplies hardwired by an electrician if they prefer
- UPS power for Access Control system to be provided by others if required by customer

Locking Hardware to be provided and installed by Prime

- All handsets on doors designated to receive a card reader shall be permanently locked from the secure (card reader) side of the door, and permanently unlocked from the inside. There are multiple handset functions that fulfill this requirement (Storeroom, Classroom, etc) Consult with your Prime representative if you need assistance selecting door hardware
- All non-electrified door hardware to be provided and installed by others, including but not limited to door latch and handle, deadbolt, push paddles, pull handles, crash bars, hinges, and doors
- Prime assumes all existing door hardware, and all hardware provided by others as part of this project is in good working order, is installed correctly, and functions as intended. No labor is included in this quote to troubleshoot problems with door equipment not provided by Prime. Any troubleshooting performed by Prime that is determined to be the fault of equipment or installation provided by others will be billed to the customer at standard T&M rates

Fire Alarm Interface to be provided and installed by Others

- A Fire Alarm interface relay shall be provided and installed by others near any Access Control Power Supplies that provide power to Mag Locks or Turnstiles, or that control any doors deemed by the customer as needing to unlock in the event of a fire. Prime will limit the use of Mag Locks to situations where there is no other acceptable locking solution

All ADA Operators, buttons, relays, wireless interfaces, etc to be provided, installed, and configured by others where required by code or customer requirements

- Customer must provide a low voltage pathway from each Operator to an accessible location in the ceiling near each Operator to allow Prime to interface the Access Control system with the Operator
- Interior and Exterior ADA buttons must be isolated as separate inputs to the ADA Operator by means of dual home run cables, 2 single channel wireless relays, or a dual channel wireless relay. 2 ADA buttons cannot be programmed to the same single channel wireless relay

General

IP Addresses Provided by others

- Customer must provide individual IP Addresses, or a block of IP Addresses to support the addition of all IP devices to be installed as part of this project
- Devices which require an IP address include, but are not limited to:

► Exclusions and Clarifications

- 2 IPs per Server (1 for iDrac, 1 for Security Network)
- 1 IP per Workstation
- 1 IP per Camera
- 1 IP per Network Master Controller
- 1 IP per Network Door Controller
- 1 IP per Intercom Device
- 1 IP per PBX
- 1 IP per Network IO Device
- 1 IP per Alarm Detection Panel

Network Racks to be provided and installed by Others

- All 2 and 4 post network racks to be provided and installed by others
- All cable management equipment to be provided and installed by others

Prime assumes that any existing equipment or equipment provided by others as part of this project is in good working order and is configured and installed correctly to allow the system to operate as intended. This includes but is not limited to cabling and cabling termination, network switch and router configurations, network architecture, network backbone, servers, workstations, and any other components of the network infrastructure. No labor is included in this quote to assist with configuration or troubleshooting of equipment and services provided by others. Any troubleshooting performed by Prime that is determined to be the fault of equipment or configurations provided by others will be billed to the customer at standard T&M rates

This quote includes 4 hours of end user and administrator training. Training is provided remotely in 15 minute increments up to the allotted training hours. On-site training can be provided for an additional fee. Impromptu, unscheduled training will be treated as formal training, and will count towards the overall training hours. Additional training hours can be purchase at standard T&M rates

Unless otherwise stated in this Scope of Work all cyber security protections, windows updates, patches, and software maintenance to be provided and maintained by others. These services can be provided by Prime via a Service Agreement, consult your Prime sales representative for more information

Any work not explicitly included in this scope of work is implicitly excluded from the project

Prime Communications utilizes the Privileged Remote Access Management platform BeyondTrust to commission, perform training, and remotely administrate our customers' systems. A jump client will be installed on all servers. All remote sessions are audit tracked, recorded, and protected by 2FA

Unless otherwise stated in the scope of work, system commissioning performed by Prime shall consist of the following tasks. Prime will initially perform these configuration tasks, but is not responsible for ongoing maintenance of these items. If additional commissioning tasks are required by the customer, please contact your Prime sales representative. Any additional commissioning performed beyond this list will be billed at standard T&M rates

- Servers
 - Configure storage drives per best practices
 - Disable indexing on Video storage drives
 - Adjust Time Zone and Time settings
 - Enable RDP
 - Set Windows name

► Exclusions and Clarifications

- Change default Admin password and document
- Configure Server IP Address, Subnet Mask, and Gateway and document
- Configure automatic Daily Database backups
- Core Software
 - Apply updated GSC License file to software
 - Change default Admin password and document
 - Configure Partitions per customer needs
 - Configure Areas per customer needs
- Cameras
 - Program Camera IP Address, Subnet Mask, and Gateway and document
 - Change default Camera password and document
 - Upgrade Camera firmware to the latest supported by current version of software
 - Confirm WDR is enabled, and video quality settings are appropriate for camera scene
 - Add Camera to software
 - Add Camera to proper Partition and Area
 - Rename Camera per standards and with customer input
 - Configure Camera streams to established Prime or Customer standards
 - Enable Dynamic FPS and Dynamic GOP if supported
 - Configure Motion Detection settings to established Prime or Customer standards
 - Verify Cameras are streaming live video
 - Verify Cameras are recording
 - Screenshot approved view and or create Config Tool Thumbnail
 - Link Cameras to other entities where applicable
- Doors
 - Program IP Address, Subnet Mask, and Gateway for any network Door Controllers and document
 - Change default Door Controller password and document
 - Update Door Controller firmware to the latest supported by current version of software
 - Add Door to software
 - Add Door and Door Controller to proper Partition and Area
 - Configure hardware connections and door properties appropriately
 - Configure Access Rules, Schedules, Alarms, and Linked Cameras where applicable per Customer standards
- Cardholders
 - Create Cardholder Groups, Access Rules, and Schedules per Customer requirements
 - Create Custom Fields for Cardholders per Customer requirements
 - Prime will cover the creation of Badge Templates during training. Unless otherwise stated in Scope of Work, Prime is not responsible for creation of large quantities of Badge Templates
 - Prime will cover Cardholder administration during training. Unless otherwise stated in the Scope of Work, Prime is not responsible for adding all Cardholders to the system or for ongoing Cardholder administration
- Users
 - Create User Groups and assign Privileges per Customer requirements

► Exclusions and Clarifications

- Prime will configure a small initial group of Genetec Administrator / Power Users. Administration of Users will be covered during the training, Prime is not responsible for adding all Genetec Users to the system or for ongoing Genetec User administration

► Terms & Conditions

Terms & Conditions - Prime Standard

TERMS AND CONDITIONS OF CONTRACT FOR SALE

1. CONTRACT BETWEEN BUYER AND SELLER: These terms and conditions of sale, together with a services agreement (if any) (which is incorporated herein by this reference) (collectively, these “Terms”), are the only terms which govern the sale of the products and/or services (collectively, the “Goods”) described herein by Prime Communications, Inc. (“Seller”) to the person or entity purchasing the Goods (“Buyer”). Buyer will be deemed to have assented to the Terms by (a) executing and delivering an acknowledgement of these Terms to Seller or (b) acceptance of any of the Goods. No additional or different specifications will be binding upon Seller unless specifically agreed to in writing. Any additional or different terms already or hereafter proposed by Buyer, whether in a purchase order or otherwise, are hereby rejected and shall not apply; failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these Terms nor an acceptance of any such provisions. Any invoice, together with these Terms, comprises the entire agreement between the parties with respect to the supply of the Goods, and any contract arising therefrom shall be governed solely by the invoice and these Terms (the “Contract”), which supersede all prior or contemporaneous understandings, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between a provision of this Contract and a provision of any other applicable document, including all SOWs, change orders, service agreements and schedules, the provision imposing the more demanding term, condition, duty or standard of performance on Buyer, or the greater limitation on the nature and type of relief or damages allowed to Buyer, shall control.

2. DELAYS: If either party is delayed or prevented from performing its obligations under this Contract as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Buyer’s computer system, Seller system downtime for routine maintenance, network problems or telecommunications failure (each a “Force Majeure Event”), the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

3. LIABILITY: BUYER AGREES THAT, IN NO EVENT WILL SELLER’S LIABILITY WITH RESPECT TO ANY CLAIM UNDER THIS CONTRACT EXCEED THE FEES PAID TO SELLER BY BUYER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

4. WARRANTY: (a) Seller warrants, for a period of 12 months from the completion of any services provided pursuant to this Contract, that the services (i) shall be performed diligently and in a good and workmanlike manner, in accordance with the terms hereof, and (ii) shall conform to applicable specifications. As Buyer’s sole and exclusive remedy for Seller’s breach of the foregoing warranty, Seller will, in its reasonable discretion, re-perform any services Seller reasonably determines did not meet this warranty at the time the services were rendered. Seller’s obligations in relation to the warranty set out in this Section 4(a) shall be limited to such re-performance and shall be conditional upon Buyer notifying Seller in writing of any alleged defect within 10 days after its discovery. Such notice shall include an explanation of the claimed warranty defect and proof of date of performance of the services for which warranty coverage is sought.

(b) The warranty set out in Section 4(a) shall not apply to: (i) defects caused by abuse, negligence or accident, acts of nature (including lightning strikes), improper operation, or power surge/loss; (ii) equipment that has been maintained, repaired or modified by persons other than Seller or persons authorized by Seller; (iii) equipment that has been used or serviced otherwise than in conformity with Seller’s applicable specifications, manuals, bulletins or instructions; (iv) equipment that has been improperly used, stored or operated; (v) preventative maintenance, inspections or any other maintenance required to keep the system operational; or (vi) consumable items, including but not limited to printer heads, access cards and other items designed to fail in order to protect the equipment (*i.e.*, fuses and surge protectors).

(c) Warranties on products sold but not manufactured by the Seller are expressly limited to the terms of warranties of the manufacturer of such products. Seller shall use its reasonable efforts to transfer to Buyer the benefit of any warranty or guarantee given to Seller by the manufacturer of such third party products.

(d) EXCEPT AS OTHERWISE NOTED IN THIS CONTRACT OR IN THE APPLICABLE SERVICES AGREEMENT, BUYER AGREES THAT ALL GOODS PROVIDED PURSUANT TO THIS CONTRACT ARE PROVIDED ON AN “AS IS,” AND “AS AVAILABLE” BASIS. SELLER AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND PERTAINING TO THE GOODS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER SELLER NOR ITS LICENSORS MAKES ANY WARRANTY THAT THE GOODS OR SERVICES PROVIDED HEREUNDER WILL MEET BUYER’S REQUIREMENTS, NOR DO SELLER OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE GOODS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GOODS OR SERVICES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO BUYER.

5. ADVICE BY SELLER: The giving or failure to give advice or recommendation of any character by Seller shall not impose any liability upon Seller nor grant to the Buyer any license to the use of any of Seller’s patents, trademarks, trade names, technology, or any other intellectual property.

6. CREDITWORTHINESS: All shipments to be made hereunder shall at all times be subject to the approval of Seller’s Credit Department and, if the

► Terms & Conditions

financial responsibility of Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of this Contract, then, in any such event, Seller may defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Seller or cash payments in advance, or it may terminate this Contract.

7. ASSIGNMENT: This Contract, together with all rights, liabilities and obligations arising thereunder, may be assigned wholly or in part by Seller to any one or more of the entities affiliated with the Seller, without the necessity of prior notice to Buyer. Buyer may not assign its rights or obligations under this Contract without Seller's prior written consent, which may be withheld or conditioned at the discretion of Seller.

8. TAXES: The price specified herein or in any invoice does not include the amount of any present or future tax applicable to the sale, manufacture, delivery, use and/or other handling of material hereunder, and any such taxes shall be paid by the Buyer.

9. CHANGES: Seller assumes no responsibility for any changes in the specifications outlined in the original order, unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes. Seller assumes no responsibility for additional costs which result from changes made by the Buyer in shipping or production schedules, if such changes cause an increase in Seller's cost or in the time of performance of this Contract, unless such changes are confirmed in writing by the Buyer and accepted in writing by the Seller. Additional costs arising from changes which have not been accepted in writing by the Seller will be claimed against the Buyer. Such claim is to be payable upon presentation.

10. PRICE; PAYMENT: The price specified in this Contract or any invoice for any Goods provided hereunder may be changed by Seller upon 10 days written notice to Buyer. Seller shall furnish Buyer an invoice, which shall describe the Goods purchased and the amount due to Seller. Buyer shall pay all amounts due and owing within 30 days. Any payment that is past due to Seller by more than 30 days shall bear interest at the rate of 18% per annum or the highest rate allowed by applicable law (whichever is lower). Buyer shall reimburse Seller for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

11. MATERIALS: If materials or equipment which the Seller is required to furnish the Buyer hereunder become unavailable either temporarily or permanently through causes beyond the control and without the fault of the Seller, then in case of temporary unavailability, the contract time shall be extended by change order for such period of time as the Seller shall be delayed by such unavailability and, in the case of permanent unavailability, the Seller shall be excused from the requirement of furnishing such materials or equipment. The Buyer agrees to pay the Seller any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

12. EQUIPMENT: Any tools or equipment which Seller constructs or acquires specifically and solely for use on Buyer's order, shall be and remain Seller's property and in Seller's sole possession and control, and any changes made by Seller therefore shall be for the use of such equipment only. When for a term of 1 year no orders are accepted from Buyer for products to be made with such equipment, Seller may make such disposition thereof as it desires without liability to Buyer. Seller shall have no responsibility for loss or damages to such equipment or any material owned or furnished by Buyer while in Seller's possession. Tool charges designated as estimated will vary in accordance with actual cost.

13. SITE CONDITIONS: If, in the course of providing services or installing equipment, Seller encounters any condition that it deems to be, in its reasonable discretion, unsafe, hazardous, or otherwise impacts its ability to safely perform its obligations, including, but not limited to, the presence of hazardous materials, upon notification of such conditions by Seller, Buyer shall promptly take any action necessary to remove or remediate such condition or material. Seller may suspend services until such condition has been remediated by Buyer to the satisfaction of Seller; provided, however, that if Buyer fails to correct the condition within thirty (30) days after receipt of notice of such condition, Seller shall have the right to terminate this Contract upon notice to Buyer, without incurring any additional liability. The cost of any investigation (including consultant's fees and attorneys' fees and testing), removal, remediation, restoration and/or abatement of such conditions shall be borne solely by Buyer.

14. INTELLECTUAL PROPERTY: Buyer acknowledges and agrees that Seller, its licensors and manufacturers of any equipment or deliverables may own or maintain certain trademark, copyright, patent, inventions, trade secret or other intellectual property rights (the "Intellectual Property") in and to the deliverables, services, equipment or any other product or service made available to Buyer under this Contract. Buyer further acknowledges and agrees that Seller, its licensors and/or third party manufacturers own all right, title and interest in and to such Intellectual Property, and Buyer will refrain from modifying, enhancing, reverse engineering, updating, improving or otherwise commercializing such Intellectual Property, except as expressly authorized under this Contract. Seller may from time to time arrange for Buyer's purchase, lease or license of equipment or deliverables that amount to third party hardware, equipment, software, services, or other products not owned by Seller. Buyer's use of such third party equipment or deliverables is governed by the terms and conditions provided by such third party, and Buyer agrees to abide by all such terms and conditions. Seller makes no independent representations and warranties with respect to any third party equipment or deliverables, and shall have no liability arising out of or relating to Buyer's use thereof. Seller agrees to pass through to Buyer any warranties provided by a manufacturer of such third party equipment or deliverable to Buyer, if applicable. Any third party warranties are the exclusive remedies of Buyer with respect to third party equipment or deliverables. Except as expressly set forth in these terms and conditions, Buyer acknowledges and agrees that nothing in these terms and conditions shall transfer any right, title or interest in any of Seller's Intellectual Property.

15. POINT OF DELIVERY: Delivery to carrier at point of shipment shall constitute delivery to Buyer and Buyer shall assume all risk for subsequent loss or damage. Title to the Goods shall transfer at such deliver point. The fact that in some instances a different "F.O.B." point may be shown on the face hereof, or that all or a part of freight charges may be prepaid, assumed, or allowed by Seller, is for Buyer's convenience only.

16. INDEMNIFICATION: Buyer agrees to indemnify and hold Seller and each of its respective affiliates, officers, directors, agents and employees harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively, "Claims"), arising out of or related to (a) an alleged violation by Buyer of this Contract, (b) a claim of intellectual property infringement arising

► Terms & Conditions

out of or relating to any use by Seller of items supplied by Buyer or deliverables prepared by Seller based upon specifications provided by Buyer, (c) a claim of a violation of any applicable rule, law, regulation, court order or decree or other like item while using a service or deliverable provided by Seller, regardless of whether such person has been authorized to use such services or deliverables by Buyer, (d) a material breach of any representation, warranty, or obligation made by Buyer hereunder, or by any allegation which, if true, would constitute a breach of said representation and warranty, or (e) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of Buyer, its officers, directors, agents or employees. Without limiting the generality of the foregoing, Buyer shall pay Seller all reasonable fees incurred, including attorneys' fees, for time spent by Seller in responding to third party complaints regarding Buyer's use of any service, equipment or deliverables provided by Seller.

17. WAIVERS: No waiver by Seller of any breach of any provision hereof shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this Contract.

18. GOVERNING LAW: This Contract shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods. To the extent applicable, each party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Douglas County, Nebraska, to govern all disputes arising out of this Contract.

19. CANCELLATION: This Contract is subject to cancellation by Buyer only upon Seller's accepting such cancellation in writing, and the effective date of such cancellation shall be the date of such acceptance. The date of such acceptance notwithstanding, Seller shall have the right to continue the processing of the materials or articles affected to the point at which the processing can be halted with the least inconvenience to the Seller under the circumstances. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the cancelled portion of this Contract.

20. TIME LIMITATION ON CLAIMS: Any course of dealing between the parties to the contrary notwithstanding, at Seller's election, any claim for breach of warranty, shortage, failure or delay in delivery or otherwise shall be deemed waived by Buyer unless presented in writing to Seller within the specified warranty period in the case of claims of breach of warranty, or within sixty (60) days from date of agreed delivery in case of other claims. Causes of action for breach of this Contract shall not be asserted after (1) year from the date said cause of action accrues, provided that this limitation shall not apply to actions by Seller to recover the purchase price of Goods sold hereunder.

21. CONFIDENTIALITY: Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to Seller's business (the "Information") which Buyer may obtain or which Seller may disclose to Buyer in connection with this Contract, shall be deemed to be confidential and Buyer shall not use the Information for its own purposes (other than for this Contract), nor shall Buyer disclose the Information to any person or firm except as may be specifically authorized by Seller in writing.

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.

We have prepared a quote for you

Press Box Cabling

Quote # 005417 v5

Prepared for:

**Springfield Platteview Community
Schools**

Frank Staskiewicz
fstaskiewicz@spscne.org

Prepared by:

Prime Communications, Inc.

Dave Kanne
dkanne@primecominc.com

Tuesday, October 19, 2021

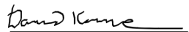
Springfield Platteview Community Schools
Frank Staskiewicz
14801 South 108th Street
Springfield, NE 68059
fstaskiewicz@spscne.org

Dear Frank,

Thank you for inviting Prime Communications to participate in the selection process for your project. Prime Communications was founded in 2001 with a commitment to deliver quality solutions, installed by certified technicians, and supported by a dedicated customer support team. With over 17 years' experience focused in physical security and infrastructure, we are able to meet the growing needs of the corporate enterprise sector. Our extensive experience makes us a premier integration partner who understands the strengths and complexities of today's physical security solutions.

Our unique approach to project implementation focuses on end to end project management, engineered design, and professional deployment. Our experienced technical support team will be there after deployment to manage your systems and be your liaison to our engineering team. The Prime Communications team understands that each customer engagement is unique and requires great attention to detail before, during, and after your project is launched.

Thank you again for your time and consideration through the initial phase of this process. We look forward to the opportunity to partner with you.



Dave Kanne
Outside Sales Representative
Prime Communications, Inc.

► Statement of Work

Scope of Project

This is for Prime Communications to pull a 6 strand SM fiber from the IDF in the auditorium out to the press box on the football field. Prime will install innerduct inside the school to run the fiber through. The fiber will be in raceway when it enters the gymnasium and then exit the school and run overhead outside to the press box. Prime will install a support cable from the main building to the press box. Prime will run Eight Cat 6 inside the press box to locations determined by Frank from the new wall rack in the press box. Prime will install a new 24 port patch panel in the press box and use the existing patch panel in the IDF. Prime will terminate, label and test to Industry standards. Prime will rent a boom lift for the outside work and utilize the schools scissor lift for the inside work.

Materials

Description	Price	Qty	Ext. Price
Cable Blue C6 CMP BELDEN - 2413-BU Cable Blue C6 CMP BELDEN - 2413-BU	\$0.34	400	\$136.00
Ivory Cat 6 Jack UNIPRISE - UNJ600-IV Ivory Cat 6 Jack UNIPRISE - UNJ600-IV	\$6.89	8	\$55.12
PLATINUM EZ-RJ45 CAT6 MOD PLUG PLATINUM EZ-RJ45 CAT6 MOD PLUG	\$0.86	1	\$0.86
Patch Panel, 24 port, Category 6, SYSTIMAX - 76006 Patch Panel, 24 port, Category 6, SYSTIMAX - 760062356	\$464.29	1	\$464.29
LD5 Race Way EI, Panduit LD5 Low Voltage 1-piece Single Channel Raceway With Adhesive 10FT., Electric Ivory	\$3.07	8	\$24.56
JUNCTION BOX	\$15.71	8	\$125.68
Faceplate 1-port Ivory, M10L-246 Commscope Faceplate 1-port Ivory, M10L-246 Commscope	\$1.87	8	\$14.96
Innerduct 1" Plenum White Innerduct 1" Plenum White	\$2.29	350	\$801.50
V700: WIREMOLD STEEL RACEWAY, 3/4" W X 10' L , IVORY V700: WIREMOLD STEEL RACEWAY,3/4" W X 10' L , IVORY	\$16.99	7	\$118.93
CLOSET CONNECTOR HOUSING - 1U ACCEPTS UP TO 2 CCH PANELS CLOSET CONNECTOR HOUSING - 1U ACCEPTS UP TO 2 CCH PANELS	\$264.29	2	\$528.58
6F SM LC DUP ADAPTER PANEL 6F SM LC DUP ADAPTER PANEL	\$65.71	2	\$131.42
LC 8.3/125 SM UPC Unicam Connector, 95-200-99 Corn LC 8.3/125 SM UPC Unicam Connector, 95-200-99 Corning	\$22.86	18	\$411.48
6 strand SM I/O 6 strand SM I/O	\$0.76	500	\$380.00
Lift (Weekly Rate) Lift (Weekly Rate)	\$750.00	1	\$750.00
Round Trip Lift Pick Up & Delivery Round Trip Lift Pick Up & Delivery	\$300.00	1	\$300.00
Misc. Products Misc. Products	\$500.00	1	\$500.00

Subtotal: \$4,743.38

Press Box Cabling



Prepared by:
Prime Communications, Inc.

Dave Kanne
(402) 884-8473
dkanne@primecominc.com

Prepared for:
Springfield Platteview Community Schools

14801 South 108th Street
Springfield, NE 68059
Frank Staskiewicz
(402) 592-1300
fstaskiewicz@spscne.org

Quote Information:
Quote #: 005417

Version: 5
Delivery Date: 10/19/2021
Expiration Date: 11/20/2021

Quote Summary


Description	Amount
Materials	\$4,743.38
Professional Services	\$7,200.00
Total:	\$11,943.38

Sales Tax Not Included.
Applicable sales tax will be calculated and added upon invoicing

Payment Terms: Net 30.
Material is invoiced upon receipt.
Labor will be invoiced monthly.

Prime Communications, Inc.

Springfield Platteview Community Schools

Signature: 
Name: Dave Kanne
Title: Outside Sales Representative
Date: 10/19/2021

Signature: _____
Name: Frank Staskiewicz
Date: _____

► Exclusions and Clarifications

Sales Tax

By Default, Prime Communications does not include sales tax on quotes unless specifically requested. Applicable sales tax will be calculated and added upon invoicing

Exclusions and Clarifications

Patch panels other than noted.

After hours and overtime.

Switches

► Terms & Conditions

Terms & Conditions - Prime Standard

TERMS AND CONDITIONS OF CONTRACT FOR SALE

1. CONTRACT BETWEEN BUYER AND SELLER: These terms and conditions of sale, together with a services agreement (if any) (which is incorporated herein by this reference) (collectively, these “Terms”), are the only terms which govern the sale of the products and/or services (collectively, the “Goods”) described herein by Prime Communications, Inc. (“Seller”) to the person or entity purchasing the Goods (“Buyer”). Buyer will be deemed to have assented to the Terms by (a) executing and delivering an acknowledgement of these Terms to Seller or (b) acceptance of any of the Goods. No additional or different specifications will be binding upon Seller unless specifically agreed to in writing. Any additional or different terms already or hereafter proposed by Buyer, whether in a purchase order or otherwise, are hereby rejected and shall not apply; failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these Terms nor an acceptance of any such provisions. Any invoice, together with these Terms, comprises the entire agreement between the parties with respect to the supply of the Goods, and any contract arising therefrom shall be governed solely by the invoice and these Terms (the “Contract”), which supersede all prior or contemporaneous understandings, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between a provision of this Contract and a provision of any other applicable document, including all SOWs, change orders, service agreements and schedules, the provision imposing the more demanding term, condition, duty or standard of performance on Buyer, or the greater limitation on the nature and type of relief or damages allowed to Buyer, shall control.

2. DELAYS: If either party is delayed or prevented from performing its obligations under this Contract as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Buyer’s computer system, Seller system downtime for routine maintenance, network problems or telecommunications failure (each a “Force Majeure Event”), the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

3. LIABILITY: BUYER AGREES THAT, IN NO EVENT WILL SELLER’S LIABILITY WITH RESPECT TO ANY CLAIM UNDER THIS CONTRACT EXCEED THE FEES PAID TO SELLER BY BUYER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

4. WARRANTY: (a) Seller warrants, for a period of 12 months from the completion of any services provided pursuant to this Contract, that the services (i) shall be performed diligently and in a good and workmanlike manner, in accordance with the terms hereof, and (ii) shall conform to applicable specifications. As Buyer’s sole and exclusive remedy for Seller’s breach of the foregoing warranty, Seller will, in its reasonable discretion, re-perform any services Seller reasonably determines did not meet this warranty at the time the services were rendered. Seller’s obligations in relation to the warranty set out in this Section 4(a) shall be limited to such re-performance and shall be conditional upon Buyer notifying Seller in writing of any alleged defect within 10 days after its discovery. Such notice shall include an explanation of the claimed warranty defect and proof of date of performance of the services for which warranty coverage is sought.

(b) The warranty set out in Section 4(a) shall not apply to: (i) defects caused by abuse, negligence or accident, acts of nature (including lightning strikes), improper operation, or power surge/loss; (ii) equipment that has been maintained, repaired or modified by persons other than Seller or persons authorized by Seller; (iii) equipment that has been used or serviced otherwise than in conformity with Seller’s applicable specifications, manuals, bulletins or instructions; (iv) equipment that has been improperly used, stored or operated; (v) preventative maintenance, inspections or any other maintenance required to keep the system operational; or (vi) consumable items, including but not limited to printer heads, access cards and other items designed to fail in order to protect the equipment (*i.e.*, fuses and surge protectors).

(c) Warranties on products sold but not manufactured by the Seller are expressly limited to the terms of warranties of the manufacturer of such products. Seller shall use its reasonable efforts to transfer to Buyer the benefit of any warranty or guarantee given to Seller by the manufacturer of such third party products.

(d) EXCEPT AS OTHERWISE NOTED IN THIS CONTRACT OR IN THE APPLICABLE SERVICES AGREEMENT, BUYER AGREES THAT ALL GOODS PROVIDED PURSUANT TO THIS CONTRACT ARE PROVIDED ON AN “AS IS,” AND “AS AVAILABLE” BASIS. SELLER AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND PERTAINING TO THE GOODS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER SELLER NOR ITS LICENSORS MAKES ANY WARRANTY THAT THE GOODS OR SERVICES PROVIDED HEREUNDER WILL MEET BUYER’S REQUIREMENTS, NOR DO SELLER OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE GOODS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GOODS OR SERVICES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO BUYER.

5. ADVICE BY SELLER: The giving or failure to give advice or recommendation of any character by Seller shall not impose any liability upon Seller nor grant to the Buyer any license to the use of any of Seller’s patents, trademarks, trade names, technology, or any other intellectual property.

6. CREDITWORTHINESS: All shipments to be made hereunder shall at all times be subject to the approval of Seller’s Credit Department and, if the

► Terms & Conditions

financial responsibility of Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of this Contract, then, in any such event, Seller may defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Seller or cash payments in advance, or it may terminate this Contract.

7. ASSIGNMENT: This Contract, together with all rights, liabilities and obligations arising thereunder, may be assigned wholly or in part by Seller to any one or more of the entities affiliated with the Seller, without the necessity of prior notice to Buyer. Buyer may not assign its rights or obligations under this Contract without Seller's prior written consent, which may be withheld or conditioned at the discretion of Seller.

8. TAXES: The price specified herein or in any invoice does not include the amount of any present or future tax applicable to the sale, manufacture, delivery, use and/or other handling of material hereunder, and any such taxes shall be paid by the Buyer.

9. CHANGES: Seller assumes no responsibility for any changes in the specifications outlined in the original order, unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes. Seller assumes no responsibility for additional costs which result from changes made by the Buyer in shipping or production schedules, if such changes cause an increase in Seller's cost or in the time of performance of this Contract, unless such changes are confirmed in writing by the Buyer and accepted in writing by the Seller. Additional costs arising from changes which have not been accepted in writing by the Seller will be claimed against the Buyer. Such claim is to be payable upon presentation.

10. PRICE; PAYMENT: The price specified in this Contract or any invoice for any Goods provided hereunder may be changed by Seller upon 10 days written notice to Buyer. Seller shall furnish Buyer an invoice, which shall describe the Goods purchased and the amount due to Seller. Buyer shall pay all amounts due and owing within 30 days. Any payment that is past due to Seller by more than 30 days shall bear interest at the rate of 18% per annum or the highest rate allowed by applicable law (whichever is lower). Buyer shall reimburse Seller for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

11. MATERIALS: If materials or equipment which the Seller is required to furnish the Buyer hereunder become unavailable either temporarily or permanently through causes beyond the control and without the fault of the Seller, then in case of temporary unavailability, the contract time shall be extended by change order for such period of time as the Seller shall be delayed by such unavailability and, in the case of permanent unavailability, the Seller shall be excused from the requirement of furnishing such materials or equipment. The Buyer agrees to pay the Seller any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

12. EQUIPMENT: Any tools or equipment which Seller constructs or acquires specifically and solely for use on Buyer's order, shall be and remain Seller's property and in Seller's sole possession and control, and any changes made by Seller therefore shall be for the use of such equipment only. When for a term of 1 year no orders are accepted from Buyer for products to be made with such equipment, Seller may make such disposition thereof as it desires without liability to Buyer. Seller shall have no responsibility for loss or damages to such equipment or any material owned or furnished by Buyer while in Seller's possession. Tool charges designated as estimated will vary in accordance with actual cost.

13. SITE CONDITIONS: If, in the course of providing services or installing equipment, Seller encounters any condition that it deems to be, in its reasonable discretion, unsafe, hazardous, or otherwise impacts its ability to safely perform its obligations, including, but not limited to, the presence of hazardous materials, upon notification of such conditions by Seller, Buyer shall promptly take any action necessary to remove or remediate such condition or material. Seller may suspend services until such condition has been remediated by Buyer to the satisfaction of Seller; provided, however, that if Buyer fails to correct the condition within thirty (30) days after receipt of notice of such condition, Seller shall have the right to terminate this Contract upon notice to Buyer, without incurring any additional liability. The cost of any investigation (including consultant's fees and attorneys' fees and testing), removal, remediation, restoration and/or abatement of such conditions shall be borne solely by Buyer.

14. INTELLECTUAL PROPERTY: Buyer acknowledges and agrees that Seller, its licensors and manufacturers of any equipment or deliverables may own or maintain certain trademark, copyright, patent, inventions, trade secret or other intellectual property rights (the "Intellectual Property") in and to the deliverables, services, equipment or any other product or service made available to Buyer under this Contract. Buyer further acknowledges and agrees that Seller, its licensors and/or third party manufacturers own all right, title and interest in and to such Intellectual Property, and Buyer will refrain from modifying, enhancing, reverse engineering, updating, improving or otherwise commercializing such Intellectual Property, except as expressly authorized under this Contract. Seller may from time to time arrange for Buyer's purchase, lease or license of equipment or deliverables that amount to third party hardware, equipment, software, services, or other products not owned by Seller. Buyer's use of such third party equipment or deliverables is governed by the terms and conditions provided by such third party, and Buyer agrees to abide by all such terms and conditions. Seller makes no independent representations and warranties with respect to any third party equipment or deliverables, and shall have no liability arising out of or relating to Buyer's use thereof. Seller agrees to pass through to Buyer any warranties provided by a manufacturer of such third party equipment or deliverable to Buyer, if applicable. Any third party warranties are the exclusive remedies of Buyer with respect to third party equipment or deliverables. Except as expressly set forth in these terms and conditions, Buyer acknowledges and agrees that nothing in these terms and conditions shall transfer any right, title or interest in any of Seller's Intellectual Property.

15. POINT OF DELIVERY: Delivery to carrier at point of shipment shall constitute delivery to Buyer and Buyer shall assume all risk for subsequent loss or damage. Title to the Goods shall transfer at such deliver point. The fact that in some instances a different "F.O.B." point may be shown on the face hereof, or that all or a part of freight charges may be prepaid, assumed, or allowed by Seller, is for Buyer's convenience only.

16. INDEMNIFICATION: Buyer agrees to indemnify and hold Seller and each of its respective affiliates, officers, directors, agents and employees harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively, "Claims"), arising out of or related to (a) an alleged violation by Buyer of this Contract, (b) a claim of intellectual property infringement arising

► Terms & Conditions

out of or relating to any use by Seller of items supplied by Buyer or deliverables prepared by Seller based upon specifications provided by Buyer, (c) a claim of a violation of any applicable rule, law, regulation, court order or decree or other like item while using a service or deliverable provided by Seller, regardless of whether such person has been authorized to use such services or deliverables by Buyer, (d) a material breach of any representation, warranty, or obligation made by Buyer hereunder, or by any allegation which, if true, would constitute a breach of said representation and warranty, or (e) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of Buyer, its officers, directors, agents or employees. Without limiting the generality of the foregoing, Buyer shall pay Seller all reasonable fees incurred, including attorneys' fees, for time spent by Seller in responding to third party complaints regarding Buyer's use of any service, equipment or deliverables provided by Seller.

17. WAIVERS: No waiver by Seller of any breach of any provision hereof shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this Contract.

18. GOVERNING LAW: This Contract shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods. To the extent applicable, each party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Douglas County, Nebraska, to govern all disputes arising out of this Contract.

19. CANCELLATION: This Contract is subject to cancellation by Buyer only upon Seller's accepting such cancellation in writing, and the effective date of such cancellation shall be the date of such acceptance. The date of such acceptance notwithstanding, Seller shall have the right to continue the processing of the materials or articles affected to the point at which the processing can be halted with the least inconvenience to the Seller under the circumstances. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the cancelled portion of this Contract.

20. TIME LIMITATION ON CLAIMS: Any course of dealing between the parties to the contrary notwithstanding, at Seller's election, any claim for breach of warranty, shortage, failure or delay in delivery or otherwise shall be deemed waived by Buyer unless presented in writing to Seller within the specified warranty period in the case of claims of breach of warranty, or within sixty (60) days from date of agreed delivery in case of other claims. Causes of action for breach of this Contract shall not be asserted after (1) year from the date said cause of action accrues, provided that this limitation shall not apply to actions by Seller to recover the purchase price of Goods sold hereunder.

21. CONFIDENTIALITY: Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to Seller's business (the "Information") which Buyer may obtain or which Seller may disclose to Buyer in connection with this Contract, shall be deemed to be confidential and Buyer shall not use the Information for its own purposes (other than for this Contract), nor shall Buyer disclose the Information to any person or firm except as may be specifically authorized by Seller in writing.

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.

We have prepared a quote for you

Avaya Maintenance 2021 2022

Quote # 004577 v1

Prepared for:

**Springfield Platteview Community
Schools**

Frank Staskiewicz
fstaskiewicz@springfieldplatteview.org

Prepared by:

Prime Communications, Inc.

Darcy Remm
dremm@primecominc.com

Friday, June 18, 2021

Springfield Platteview Community Schools
Frank Staskiewicz
14801 S. 108th St
Springfield, NE 68059
fstaskiewicz@springfieldplatteview.org

Dear Frank,

Thank you for inviting Prime Communications to participate in the selection process for your project. Prime Communications was founded in 2001 with a commitment to deliver quality solutions, installed by certified technicians, and supported by a dedicated customer support team. With over 17 years' experience focused in physical security and infrastructure, we are able to meet the growing needs of the corporate enterprise sector. Our extensive experience makes us a premier integration partner who understands the strengths and complexities of today's physical security solutions.

Our unique approach to project implementation focuses on end to end project management, engineered design, and professional deployment. Our experienced technical support team will be there after deployment to manage your systems and be your liaison to our engineering team. The Prime Communications team understands that each customer engagement is unique and requires great attention to detail before, during, and after your project is launched.

Thank you again for your time and consideration through the initial phase of this process. We look forward to the opportunity to partner with you.

A handwritten signature in black ink that reads "Darcy Remm".

Darcy Remm
Inside Sales Support
Prime Communications, Inc.

► Statement of Work

Scope of Project

Prime Communications will upgrade the existing phone system Software at the High School from Release R10.1 to Release R11.1 as well as the Voicemail System residing on the UCM Module.

Prime Communications will then upgrade the phone system Software at Platteview Central, the Central Office, Springfield Elementary and Westmont Elementary all from Release R10.1 to Release R11.1 and verify operational functionality of all five systems after the upgrade. This includes verifying access with Web Manager, call routing and that the SIP trunks with Cox Communications are operating normally.

Avaya's IPOSS direct Maintenance support will also be added.

This Maintenance covers the Five (5) IP500V2 Servers hardware and software. The IPOSS Maintenance is; Remote Tech Support 24x7, 4 Hour Advanced Parts Replacement, 1 Year Pre-Paid. This Maintenance is directly with Avaya, covers the hardware, software for the IP Office servers and provides for free entitled Software upgrades for the System from Avaya.

Phone System Upgrades

Description	Price	Qty	Ext. Price
Upgrade Springfield Platteview Schools Avaya Phone Systems to Release R11			
Platteview High School			
AVAYA COMMUNICATIONS SOLUTION	\$0.00	1	\$0.00
IP OFFICE SMB MODEL	\$0.00	1	\$0.00
IP OFFICE R11 POWER USER 1 UPGRADE LIC:CU	\$38.89	2	\$77.78
IP OFFICE R11 ESSENTIAL EDITION UPGRADE LIC:DS	\$222.49	1	\$222.49
IP OFFICE R11 PREFERRED VOICEMAIL PRO UPGRADE LIC:DS	\$146.62	1	\$146.62
Platteview Central			
AVAYA COMMUNICATIONS SOLUTION	\$0.00	1	\$0.00
IP OFFICE SMB MODEL	\$0.00	1	\$0.00
IP OFFICE R11 ESSENTIAL EDITION UPGRADE LIC:DS	\$222.49	1	\$222.49
Central Office			
AVAYA COMMUNICATIONS SOLUTION	\$0.00	1	\$0.00
IP OFFICE SMB MODEL	\$0.00	1	\$0.00
IP OFFICE R11 POWER USER 1 UPGRADE LIC:CU	\$38.89	2	\$77.78
IP OFFICE R11 ESSENTIAL EDITION UPGRADE LIC:DS	\$222.49	1	\$222.49
Springfield Elementary			
AVAYA COMMUNICATIONS SOLUTION	\$0.00	1	\$0.00
IP OFFICE SMB MODEL	\$0.00	1	\$0.00
IP OFFICE R11 ESSENTIAL EDITION UPGRADE LIC:DS	\$222.49	1	\$222.49
Westmont Elementary			
AVAYA COMMUNICATIONS SOLUTION	\$0.00	1	\$0.00
IP OFFICE SMB MODEL	\$0.00	1	\$0.00
IP OFFICE R11 ESSENTIAL EDITION UPGRADE LIC:DS	\$222.49	1	\$222.49

Subtotal: \$1,414.63

Avaya Maintenance

Description	Price	Qty	Ext. Price
Avaya IPOSS Maintenance for Springfield Platteview Schools Avaya Phone Systems			
Platteview High School			
MAINTENANCE COMPREHENSIVE SUPPORT MODEL	\$0.00	1	\$0.00
IPO RTS 24X7 APR 4HR - 500 V2 1YPP, MTC CONTRACT	\$610.20	1	\$610.20
Platteview Central			
MAINTENANCE COMPREHENSIVE SUPPORT MODEL	\$0.00	1	\$0.00
IPO RTS 24X7 APR 4HR - 500 V2 1YPP, MTC CONTRACT	\$610.20	1	\$610.20
Central Office			
MAINTENANCE COMPREHENSIVE SUPPORT MODEL	\$0.00	1	\$0.00
IPO RTS 24X7 APR 4HR - 500 V2 1YPP, MTC CONTRACT	\$610.20	1	\$610.20
Springfield Elementary			
MAINTENANCE COMPREHENSIVE SUPPORT MODEL	\$0.00	1	\$0.00
IPO RTS 24X7 APR 4HR - 500 V2 1YPP, MTC CONTRACT	\$610.20	1	\$610.20
Westmont Elementary			
MAINTENANCE COMPREHENSIVE SUPPORT MODEL	\$0.00	1	\$0.00
IPO RTS 24X7 APR 4HR - 500 V2 1YPP, MTC CONTRACT	\$610.20	1	\$610.20

Subtotal: \$3,051.00

Avaya Maintenance 2021 2022



Prepared by:
Prime Communications, Inc.

Darcy Remm
dremm@primecominc.com

Prepared for:
Springfield Platteview Community Schools

14801 S. 108th St
Springfield, NE 68059
Frank Staskiewicz
(402) 592-1300
fstaskiewicz@springfieldplatteview.org

Quote Information:

Quote #: 004577

Version: 1
Delivery Date: 06/18/2021
Expiration Date: 08/16/2021


Quote Summary

Description	Amount
Phone System Upgrades	\$1,414.63
Avaya Maintenance	\$3,051.00
Professional Services	\$2,368.50
Total:	\$6,834.13

Payment Terms: Net 30.
Material is invoiced upon receipt.
Labor will be invoiced monthly.

Prime Communications, Inc.

Springfield Platteview Community Schools

Signature: 

Name: Darcy Remm

Title: Inside Sales Support

Date: 06/18/2021

Signature: _____

Name: Frank Staskiewicz

Date: _____

► Post Outline

Exclusions / Assumptions

- Sales Tax
- Any work not explicitly included in this scope of work is implicitly excluded from the project

► Terms & Conditions

Terms & Conditions - Prime Standard

TERMS AND CONDITIONS OF CONTRACT FOR SALE

1. CONTRACT BETWEEN BUYER AND SELLER: These terms and conditions of sale, together with a services agreement (if any) (which is incorporated herein by this reference) (collectively, these “Terms”), are the only terms which govern the sale of the products and/or services (collectively, the “Goods”) described herein by Prime Communications, Inc. (“Seller”) to the person or entity purchasing the Goods (“Buyer”). Buyer will be deemed to have assented to the Terms by (a) executing and delivering an acknowledgement of these Terms to Seller or (b) acceptance of any of the Goods. No additional or different specifications will be binding upon Seller unless specifically agreed to in writing. Any additional or different terms already or hereafter proposed by Buyer, whether in a purchase order or otherwise, are hereby rejected and shall not apply; failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these Terms nor an acceptance of any such provisions. Any invoice, together with these Terms, comprises the entire agreement between the parties with respect to the supply of the Goods, and any contract arising therefrom shall be governed solely by the invoice and these Terms (the “Contract”), which supersede all prior or contemporaneous understandings, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between a provision of this Contract and a provision of any other applicable document, including all SOWs, change orders, service agreements and schedules, the provision imposing the more demanding term, condition, duty or standard of performance on Buyer, or the greater limitation on the nature and type of relief or damages allowed to Buyer, shall control.

2. DELAYS: If either party is delayed or prevented from performing its obligations under this Contract as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Buyer’s computer system, Seller system downtime for routine maintenance, network problems or telecommunications failure (each a “Force Majeure Event”), the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

3. LIABILITY: BUYER AGREES THAT, IN NO EVENT WILL SELLER’S LIABILITY WITH RESPECT TO ANY CLAIM UNDER THIS CONTRACT EXCEED THE FEES PAID TO SELLER BY BUYER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

4. WARRANTY: (a) Seller warrants, for a period of 12 months from the completion of any services provided pursuant to this Contract, that the services (i) shall be performed diligently and in a good and workmanlike manner, in accordance with the terms hereof, and (ii) shall conform to applicable specifications. As Buyer’s sole and exclusive remedy for Seller’s breach of the foregoing warranty, Seller will, in its reasonable discretion, re-perform any services Seller reasonably determines did not meet this warranty at the time the services were rendered. Seller’s obligations in relation to the warranty set out in this Section 4(a) shall be limited to such re-performance and shall be conditional upon Buyer notifying Seller in writing of any alleged defect within 10 days after its discovery. Such notice shall include an explanation of the claimed warranty defect and proof of date of performance of the services for which warranty coverage is sought.

(b) The warranty set out in Section 4(a) shall not apply to: (i) defects caused by abuse, negligence or accident, acts of nature (including lightning strikes), improper operation, or power surge/loss; (ii) equipment that has been maintained, repaired or modified by persons other than Seller or persons authorized by Seller; (iii) equipment that has been used or serviced otherwise than in conformity with Seller’s applicable specifications, manuals, bulletins or instructions; (iv) equipment that has been improperly used, stored or operated; (v) preventative maintenance, inspections or any other maintenance required to keep the system operational; or (vi) consumable items, including but not limited to printer heads, access cards and other items designed to fail in order to protect the equipment (*i.e.*, fuses and surge protectors).

(c) Warranties on products sold but not manufactured by the Seller are expressly limited to the terms of warranties of the manufacturer of such products. Seller shall use its reasonable efforts to transfer to Buyer the benefit of any warranty or guarantee given to Seller by the manufacturer of such third party products.

(d) EXCEPT AS OTHERWISE NOTED IN THIS CONTRACT OR IN THE APPLICABLE SERVICES AGREEMENT, BUYER AGREES THAT ALL GOODS PROVIDED PURSUANT TO THIS CONTRACT ARE PROVIDED ON AN “AS IS,” AND “AS AVAILABLE” BASIS. SELLER AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND PERTAINING TO THE GOODS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER SELLER NOR ITS LICENSORS MAKES ANY WARRANTY THAT THE GOODS OR SERVICES PROVIDED HEREUNDER WILL MEET BUYER’S REQUIREMENTS, NOR DO SELLER OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE GOODS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GOODS OR SERVICES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO BUYER.

5. ADVICE BY SELLER: The giving or failure to give advice or recommendation of any character by Seller shall not impose any liability upon Seller nor grant to the Buyer any license to the use of any of Seller’s patents, trademarks, trade names, technology, or any other intellectual property.

6. CREDITWORTHINESS: All shipments to be made hereunder shall at all times be subject to the approval of Seller’s Credit Department and, if the

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financial responsibility of Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of this Contract, then, in any such event, Seller may defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Seller or cash payments in advance, or it may terminate this Contract.

7. ASSIGNMENT: This Contract, together with all rights, liabilities and obligations arising thereunder, may be assigned wholly or in part by Seller to any one or more of the entities affiliated with the Seller, without the necessity of prior notice to Buyer. Buyer may not assign its rights or obligations under this Contract without Seller's prior written consent, which may be withheld or conditioned at the discretion of Seller.

8. TAXES: The price specified herein or in any invoice does not include the amount of any present or future tax applicable to the sale, manufacture, delivery, use and/or other handling of material hereunder, and any such taxes shall be paid by the Buyer.

9. CHANGES: Seller assumes no responsibility for any changes in the specifications outlined in the original order, unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes. Seller assumes no responsibility for additional costs which result from changes made by the Buyer in shipping or production schedules, if such changes cause an increase in Seller's cost or in the time of performance of this Contract, unless such changes are confirmed in writing by the Buyer and accepted in writing by the Seller. Additional costs arising from changes which have not been accepted in writing by the Seller will be claimed against the Buyer. Such claim is to be payable upon presentation.

10. PRICE; PAYMENT: The price specified in this Contract or any invoice for any Goods provided hereunder may be changed by Seller upon 10 days written notice to Buyer. Seller shall furnish Buyer an invoice, which shall describe the Goods purchased and the amount due to Seller. Buyer shall pay all amounts due and owing within 30 days. Any payment that is past due to Seller by more than 30 days shall bear interest at the rate of 18% per annum or the highest rate allowed by applicable law (whichever is lower). Buyer shall reimburse Seller for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

11. MATERIALS: If materials or equipment which the Seller is required to furnish the Buyer hereunder become unavailable either temporarily or permanently through causes beyond the control and without the fault of the Seller, then in case of temporary unavailability, the contract time shall be extended by change order for such period of time as the Seller shall be delayed by such unavailability and, in the case of permanent unavailability, the Seller shall be excused from the requirement of furnishing such materials or equipment. The Buyer agrees to pay the Seller any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

12. EQUIPMENT: Any tools or equipment which Seller constructs or acquires specifically and solely for use on Buyer's order, shall be and remain Seller's property and in Seller's sole possession and control, and any changes made by Seller therefore shall be for the use of such equipment only. When for a term of 1 year no orders are accepted from Buyer for products to be made with such equipment, Seller may make such disposition thereof as it desires without liability to Buyer. Seller shall have no responsibility for loss or damages to such equipment or any material owned or furnished by Buyer while in Seller's possession. Tool charges designated as estimated will vary in accordance with actual cost.

13. SITE CONDITIONS: If, in the course of providing services or installing equipment, Seller encounters any condition that it deems to be, in its reasonable discretion, unsafe, hazardous, or otherwise impacts its ability to safely perform its obligations, including, but not limited to, the presence of hazardous materials, upon notification of such conditions by Seller, Buyer shall promptly take any action necessary to remove or remediate such condition or material. Seller may suspend services until such condition has been remediated by Buyer to the satisfaction of Seller; provided, however, that if Buyer fails to correct the condition within thirty (30) days after receipt of notice of such condition, Seller shall have the right to terminate this Contract upon notice to Buyer, without incurring any additional liability. The cost of any investigation (including consultant's fees and attorneys' fees and testing), removal, remediation, restoration and/or abatement of such conditions shall be borne solely by Buyer.

14. INTELLECTUAL PROPERTY: Buyer acknowledges and agrees that Seller, its licensors and manufacturers of any equipment or deliverables may own or maintain certain trademark, copyright, patent, inventions, trade secret or other intellectual property rights (the "Intellectual Property") in and to the deliverables, services, equipment or any other product or service made available to Buyer under this Contract. Buyer further acknowledges and agrees that Seller, its licensors and/or third party manufacturers own all right, title and interest in and to such Intellectual Property, and Buyer will refrain from modifying, enhancing, reverse engineering, updating, improving or otherwise commercializing such Intellectual Property, except as expressly authorized under this Contract. Seller may from time to time arrange for Buyer's purchase, lease or license of equipment or deliverables that amount to third party hardware, equipment, software, services, or other products not owned by Seller. Buyer's use of such third party equipment or deliverables is governed by the terms and conditions provided by such third party, and Buyer agrees to abide by all such terms and conditions. Seller makes no independent representations and warranties with respect to any third party equipment or deliverables, and shall have no liability arising out of or relating to Buyer's use thereof. Seller agrees to pass through to Buyer any warranties provided by a manufacturer of such third party equipment or deliverable to Buyer, if applicable. Any third party warranties are the exclusive remedies of Buyer with respect to third party equipment or deliverables. Except as expressly set forth in these terms and conditions, Buyer acknowledges and agrees that nothing in these terms and conditions shall transfer any right, title or interest in any of Seller's Intellectual Property.

15. POINT OF DELIVERY: Delivery to carrier at point of shipment shall constitute delivery to Buyer and Buyer shall assume all risk for subsequent loss or damage. Title to the Goods shall transfer at such deliver point. The fact that in some instances a different "F.O.B." point may be shown on the face hereof, or that all or a part of freight charges may be prepaid, assumed, or allowed by Seller, is for Buyer's convenience only.

16. INDEMNIFICATION: Buyer agrees to indemnify and hold Seller and each of its respective affiliates, officers, directors, agents and employees harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively, "Claims"), arising out of or related to (a) an alleged violation by Buyer of this Contract, (b) a claim of intellectual property infringement arising

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out of or relating to any use by Seller of items supplied by Buyer or deliverables prepared by Seller based upon specifications provided by Buyer, (c) a claim of a violation of any applicable rule, law, regulation, court order or decree or other like item while using a service or deliverable provided by Seller, regardless of whether such person has been authorized to use such services or deliverables by Buyer, (d) a material breach of any representation, warranty, or obligation made by Buyer hereunder, or by any allegation which, if true, would constitute a breach of said representation and warranty, or (e) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of Buyer, its officers, directors, agents or employees. Without limiting the generality of the foregoing, Buyer shall pay Seller all reasonable fees incurred, including attorneys' fees, for time spent by Seller in responding to third party complaints regarding Buyer's use of any service, equipment or deliverables provided by Seller.

17. WAIVERS: No waiver by Seller of any breach of any provision hereof shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this Contract.

18. GOVERNING LAW: This Contract shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods. To the extent applicable, each party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Douglas County, Nebraska, to govern all disputes arising out of this Contract.

19. CANCELLATION: This Contract is subject to cancellation by Buyer only upon Seller's accepting such cancellation in writing, and the effective date of such cancellation shall be the date of such acceptance. The date of such acceptance notwithstanding, Seller shall have the right to continue the processing of the materials or articles affected to the point at which the processing can be halted with the least inconvenience to the Seller under the circumstances. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the cancelled portion of this Contract.

20. TIME LIMITATION ON CLAIMS: Any course of dealing between the parties to the contrary notwithstanding, at Seller's election, any claim for breach of warranty, shortage, failure or delay in delivery or otherwise shall be deemed waived by Buyer unless presented in writing to Seller within the specified warranty period in the case of claims of breach of warranty, or within sixty (60) days from date of agreed delivery in case of other claims. Causes of action for breach of this Contract shall not be asserted after (1) year from the date said cause of action accrues, provided that this limitation shall not apply to actions by Seller to recover the purchase price of Goods sold hereunder.

21. CONFIDENTIALITY: Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to Seller's business (the "Information") which Buyer may obtain or which Seller may disclose to Buyer in connection with this Contract, shall be deemed to be confidential and Buyer shall not use the Information for its own purposes (other than for this Contract), nor shall Buyer disclose the Information to any person or firm except as may be specifically authorized by Seller in writing.

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.



SPRINGFIELD PLATTEVIEW COMMUNITY
SCHOOLS PRESENTS



OUR ANNUAL VETERANS DAY *Ceremony*

A free event to salute our
veterans! Thank you for
your service to our country.



THURSDAY
NOV 11, 2021
10:00 AM



PLATTEVIEW HIGH SCHOOL
MAIN GYM
14801 S 108th Street
Springfield, NE 68059



***Future Planning
October 25, 2021***

- 11/8/21 Policy Committee 6pm
 Finance Committee 6:30pm
 Regular Meeting 7pm

- 11/11/21 Veterans Day Ceremony

- 11/12/21 SPCS Foundation Auction

- 11/17/21-
11/19/21 NASB State Conference

- 11/22/21 Board Work Session-7:00pm

- 11/22/21-
11-26/21 Thanksgiving Break

- 12/13/20 Site Committee 6pm
 Finance Committee 6:30pm
 Regular Meeting 7pm